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Current Topics.

Enthusiasm for the Law.

WHILE IT is true that the generality of men exhibit much more enthusiasm for their hobbies than for their ordinary avocations, there are others who make a hobby of their work and throw into it, and extract from it, that intensity of enjoyment which the majority of their fellows show only for golf or cricket or fishing, or other sport. In the law there have been a few of such enthusiasts who have found their chief delight in its study or exposition. In this select band may certainly be included Baron PARKE, who is reported to have taken, on one occasion, a "beautiful demurrer" to the bedside of a sick friend to cheer him in his illness; in various other ways, too, he showed his passion for the law. Akin, surely, to the Baron was the old conveyancer of whom mention is made by Lord CAMPBELL in one of those biographical volumes which make fascinating reading, but which, as was said by Sir CHARLES WETHERELL, had added a new terror to death. The old conveyancer obviously loved his work, for, when asked whether he did not find it extremely irksome to spend his days poring over abstracts of title, conveyances and mortgages, admitted that sometimes he did find it wearisome, but, he added, with a glow of enthusiasm, that every now and then he was cheered by coming across "a brilliant deed." Happily the race of legal enthusiasts is not extinct even in these prosaic days. In the syllabus of his course of lectures to be delivered at the School of Economics on the value of judicial records as an aid to the study of legal and economic history, Mr. HUBERT HALL speaks of "the lure of the plea rolls" and other matters which to him, at all events—and we trust to many others also—have a fascination and charm which it is pleasant to note. Law is too frequently reputed to be "harsh and crabbed," whereas, to those who woo her aright, it may be "a perpetual feast of nectar'd sweets."

Jurors' Catechisms.

ACCORDING TO a competent native observer, writing in the *Century Magazine* for April, "the recent failures of American juries to convict in notorious cases where the evidence of guilt appeared to be conclusive, have gone a long way towards shaking public confidence in the entire administration of criminal justice. The conviction is widespread among both lawyers and laymen that the jury trial is largely responsible for the interminable delays that have done so much to discredit our machinery of criminal law enforcement." Various remedies are suggested. *The American Bar Association Journal* for May gives an account of one—a twelve-page pamphlet to be handed to each juror before he begins the discharge of his duty. He is therein instructed what is reasonable doubt: what is the distinction between direct and circumstantial evidence. He is told that the jury system "is founded upon the idea that jurors are intelligent; that they are honest," and a number of other assumptions flattering to him. In a land where challenges are abused in such a way as to drive out intelligent jurors and substitute those so mentally anæmic that they have no opinions upon anything which the wildest imagination can suggest might, could, should or would be relevant to the issue to be tried, these assumptions are a little dangerous. The catechism goes on to instruct the juror, "How to determine the quality of testimony"; and "What will enable the juror to determine what testimony is believable and credible." This valuable knowledge is presumably to be acquired in the interval between summons to the jury and service in court. The process savours of those wonderful works where you start with nothing on an endless belt and finish with a motor car, with engine running ready for the road. When the raw product is the man in the street, and the finished article is to be a profound judge equipped with the rarest of qualities, the whole project sounds too good to be true. It is in fact a poor device to fill the gap left by refusing to the trial judge the power to comment upon the evidence.

Fourth Offenders.

A MORE INTERESTING American experiment is the New York "Fourth Offender Act," which lays down that, "A person who, after having been three times convicted within this state, of felonies or attempts to commit felonies, or under the law of any other state, government or country, of crimes which if committed within this state would be felonies, commits a felony within this state, shall be sentenced upon conviction of such fourth, or subsequent, offence to imprisonment in a state prison for the term of his natural life, but after serving a period of time equal to the maximum penalty prescribed for the offence of which he is convicted, less the usual commutation for good conduct, shall become subject to the jurisdiction of the board of commissioners of paroled prisoners, and may be paroled upon such conditions as said board may prescribe, but said board shall not grant an absolute discharge to such prisoner." Mr. CALEB H. BAUMES, Chairman of the New York State Crime Commission, its author, says that, not punishment, but protection to society, is the underlying theory and purpose of the law he has made famous. "The animating force behind criminal statutes should not be vengeance, but rather the enforcement of that respect to which society and every individual member of it is entitled from his fellow beings. When a person, through force of circumstances, commits a crime for the first time, society is ever ready and willing to lend a helping hand, and afford that individual

every opportunity to retrace his steps and live an honest life. But, when a man so far forgets himself and loses his moral viewpoint and utterly disregards the rights of his fellowmen and commits crimes repeatedly, then society may for its own protection justly and properly set up such laws as will restrain him from the possibility of carrying out his anti-social ideas. The New York Fourth Offender Act has justified its existence by having driven from the boundaries of the State criminals who fear its enforcement and operation, and having put behind prison bars, away from the opportunity to molest society, many hardened criminals. This statute has only been in effect since 1st July, 1926—too short a time to test fairly and fully its merit and efficiency. The need to retain it without amendment until it has been more thoroughly tested and until the tendency to commit crime is more completely checked is emphatically demanded by the prevailing conditions in criminal circles to-day."

Defects in Form.

THOSE LAYMEN who are apt to make game of the foolish technicalities of the law and the futile subtleties of lawyers, would do well to consider the case of *The King* v. *Halkett, ex parte Rush*, decided in the King's Bench Division, on 24th April. In the course of certain proceedings in a metropolitan police-court, a summons was granted and signed by a magistrate requiring Miss RUSH to appear at the court on a certain date to answer a complaint in respect of non-compliance with a nuisance order. In London, by virtue of the Metropolitan Police Act of 1839, a copy of the original summons may be served on the defendant. The copy so served in this case was incomplete because it did not bear the magistrate's signature. The defendant, having been convicted, applied to the Divisional Court for a writ of *certiorari* to remove the conviction into the High Court on the ground that the unsigned summons was really no summons at all. The rule *nisi* was discharged. The court held that the defect was merely one of form. The summons was really the resumption or continuation of proceedings of which the defendant was well aware. The original summons was in order, and duly signed. What the position would have been if the original summons had never been signed, the Lord Chief Justice declined to say, though he observed that some day, no doubt, it would have to be decided. The Metropolitan Police Courts Act expressly provides that proceedings in those courts shall not be set aside for want of form. Besides this, the tendency of modern judgments is to discourage the raising of formal points where no one has been misled or damaged through a mere want of form.

School Stage Plays.

THE CIRCUMSTANCES in which the above may constitute a public performance were recently considered by the Divisional Court in *de Reyes* v. *Phillips*, a case having been stated by the learned Recorder of Bath, who had upheld a conviction and fine of £10 relating to a Passion Play entitled "Holy Friday." The appellant's case was that (1) a private performance was given each term at Citizen House, which was maintained by those interested in the social welfare and educational improvement of poor persons, especially the young; (2) there was no evidence that the Little Theatre was a place of public resort, for which any licence or authority was required; (3) the plays were not given for commercial gain and there was no payment at the door; (4) admission was by private invitation only, and a silver collection was taken. It was further pointed out that the excise authorities had not demanded entertainment tax for the plays, and the Lord Chamberlain had neither objected to the performance nor demanded that the play should receive his licence by reason of not being given in a public theatre. Proceedings had been instituted in consequence of a visit to Citizen House by two policemen, who had asked for and been supplied with tickets, together with a circular inviting them to attend the play. Lord HEWART, L.C.J., in giving the judgment of himself, Mr. Justice AVORY and Mr. Justice SWIFT, observed that it was admitted that the performance was a stage play, but there was a denial that it was open to the public at large. Nevertheless, the advertisement that tickets could be obtained free on application plainly indicated that it was a public performance, and there was ample evidence to justify the conviction. The case was noted in a previous "Current Topic" under the above title in our issue of the 21st April, 1928 (72 SOL. J., p. 260).

"Masquerading."

THE CHAIRMAN of the Middlesex Sessions, dealing with a servant girl who had been masquerading in stolen male clothing, is reported to have observed "that if a man walked about in women's clothing it was an offence; that was an inequality of the sexes that needed adjusting," a pleasantry which produced laughter in court. But though the joke may be acceptable, the law is not. A person of one sex walking about in the usual garb of the other does not, merely by doing so, commit any offence at all. Such conduct is sometimes evidence, with other circumstances, of an offence. Thus certain male persons dress up as females for immoral purposes or for purposes of blackmail. It might even be that a person of one sex ostentatiously going about as a member of the other might cause an obstruction in the street by collecting a crowd. But apart from such extraneous aims and circumstances, any member of either sex may dress as he or she likes. The law is actually equal for both sexes. It is curious that the contrary idea should prevail, not only among laymen, but among those learned in the law. It may be that fifty years ago such conduct would have been regarded as indecency, but it never has been an offence punishable on summary conviction, and to be indictable acts of public indecency have to be "gross," a description hardly applicable, even by those trained in the strict nineteenth century, to a mere disguise in clothing of the opposite sex.

Young Offenders and Prison.

THE CASE of the girl who, at the age of eighteen and with a previous good character, was sentenced by a London magistrate to two months' imprisonment for shoplifting, and upon appeal was bound over instead, has excited a good deal of comment. It is unsafe to criticise the decision of either court upon brief newspaper versions of the case, but it is undoubtedly true that such a sentence as imprisonment is unusual in the case of a young girl or lad of good character. The deputy chairman of the County of London Sessions is reported as saying that, having regard to modern practice, a sentence of imprisonment on a girl of eighteen for a first offence is not the right course to adopt. It is to this general statement, rather than the particular instance, that we desire to draw attention. Most people agree with the deputy chairman's view, subject to occasional exceptions. There are cases from time to time when even a first offence is so serious, and shows so much moral guilt, that some measure of severity seems essential; such cases, generally far worse than shoplifting, may show real depravity or malice, and cannot be overlooked. No one is more averse from the idea of imprisonment for young people than the present Home Secretary, yet even he, in urging magistrates to keep youthful offenders out of prison if it is anyhow possible, recognises that there are occasional exceptions to the rule. What it comes to is this: prison, even under modern reformed conditions, is not the right place for young offenders, especially if they have hitherto had good characters; for those who must be dealt with severely, but who may be not suitable for Borstal institutions, there is a need for some special place of confinement so that they need not go to ordinary prisons. Such institutions would be something between a reformatory school and a Borstal institution. Their establishment would fill an undoubted need, and remove a cause of considerable perplexity to magistrates.

Criminal Law and Police Court Practice.

PRISON AND THE PUBLIC.—*The Magistrate*, the excellent little publication of the Magistrates' Association, contains the following in its April issue :—

"Captain Scott, Governor of Durham Prison, pleads for more male social workers to visit the prison. He says that quite 50 per cent. of the prisoners are sufficiently amenable to aid that they can be put on their feet again, and that only 20 per cent. are really out and out criminals."

There is double cause here for encouragement. It is good to learn that a prison governor (and Captain Scott is not singular in this respect) thinks well of his charges. It is equally good that the public is being invited to help in the work of reinstating prisoners. The old days when the great idea seemed to be to put offenders out of the way and out of sight for as long as possible are gone, it is to be hoped, for ever. A marked improvement in prison staffs has been accompanied by invitations to unofficial workers to come and join in the work of teaching prisoners something useful, so that their time of punishment may be also a time of instruction, and so that they do not entirely lose touch with the outside world or give up hope of doing better on their release.

Modern policy is in the right direction : to keep people out of prison as far as possible, but to make something of them inside if they must be sent there. This does not by any means imply softness or weak sentiment. Mr. Alexander Maxwell, the Chairman of the Prison Commission (again we quote from *The Magistrate*), says that we ought to search out the good qualities, which, if given opportunities, would keep men from returning to prison. Those qualities could not be developed by making prisons pleasant places. Prison life, he says, should be a place of hard discipline, but the harshness usually associated with the word "hard" had been eliminated ; he was thinking of the hardness that was stimulating and a tonic.

There has already been a great deal of useful voluntary work done by outsiders going into the prisons. There is evidently a demand for more.

Notes from Northern Ireland.

Mr. Justice Duff and the Boundary Commission.—The name of Mr. Justice LYMAN P. DUFF (of the Canadian Supreme Court), whose twenty-fifth judicial birthday was mentioned in THE SOLICITORS' JOURNAL of 11th May, possesses an interest for Northern Ireland readers. Mr. Justice DUFF was one of five eminent judges who sat in July, 1921, as members of the Judicial Committee of the Privy Council, to advise His Majesty upon the question of the appointment of a Northern Ireland representative upon the once famous "Boundary Commission." The other members were : Lord DUNEDIN, Lord BLANESBURGH, Sir ADRIAN KNOX (Chief Justice of Australia), and Sir LAWRENCE JENKINS (of the India Judiciary), making a representative Empire tribunal. The subsequent political developments, and the ultimate settlement of the constitutional question by agreement, belong rather to history than to law. But at least one difficult point of law was illuminated by the answer which the committee gave to one of the questions referred to them by the Crown. This answer will supply a modern authority for the principle that "although in private arbitrations *unanimity* is necessary, it is otherwise when the matter to be determined is of public concern." Their lordships referred to the case of *Grindley* v. *Barker* (1798), where Chief Justice EYRE said : "I think it is now pretty well established that where a number of persons are entrusted with powers not of mere private confidence, but in some respects of a general nature, and all of them are already assembled, the majority would include the minority and their act will be the act of the whole." This case was followed at a later date by the Judicial Committee in the matter of an arbitration between the Province of Ontario and the Province of Quebec, when Lord SELBORNE put the question : "Is not one reason for the distinction that in the public interest it is necessary that the thing should be decided ?"

Two General Elections at once.—Northern Ireland presents at the moment the unusual spectacle of two general elections in progress. The Parliament of Northern Ireland was dissolved by the Governor on 2nd May, the nominations to that Parliament taking place on the 11th, and the day of the poll being fixed for the 22nd, of the same month. The Parliament at Westminster—to which thirteen members are returned from Ulster—was dissolved on 10th May, the nominations being fixed for 20th, and the poll for 30th May. The elections to the House of Commons of Northern Ireland are the first to be held upon the basis of the recent statutes, which swept away the system of voting known as "P.R.," and substituted single-member constituencies for the large electoral areas which had been devised so as to enable the transferable vote to operate upon a long list of candidates. For instance, the County of Down was formerly one large constituency, having a population of 209,228, and returning no less than eight members : under the new arrangement it consists of eight single-member constituencies, with populations all somewhere between 25,000 and 27,500. Again, Tyrone and Fermanagh, which were joined together for "P.R.," purposes, become separate Parliamentary counties, having five and two members respectively. The Borough of Londonderry emerges once more from the county constituency in which it was included before the new Act.

The Derry seats have a good legal connexion. Derry was from 1922, until the present year, represented at Westminster by Sir MALCOLM MACNAGHTEN, now Mr. Justice MACNAGHTEN, a son of Lord MACNAGHTEN. In the new House of Commons of Northern Ireland a distinguished lawyer will take his seat for the City : Mr. EDWARD MURPHY, K.C., who was returned unopposed at the recent nomination.

Election Law.

I.

THE law here to be discussed is not that as to registration of voters, since, for better or worse, the register on which the coming battle is to be fought is now complete. The rules governing the conduct of candidates and their supporters during or just before en election, however, are at the moment of great political importance, and ignorance of them by a foolish partisan may quite easily lead to the maximum disaster possible to a successful candidate, namely, the loss of his seat on petition.

The law is mainly contained in the Corrupt and Illegal Practices Prevention Act, 1883, a statute of seventy sections, and a similarly entitled but much shorter Act of 1895. Although the latter measure is short, it is of great importance, for it deals with the "Election Lie"—on which, again, a seat may be won at the polls and lost on petition.

It is perhaps unnecessary to add that the Act of 1883, like many another of our statutes, is out of date and urgently needs revision. The extreme unpopularity which was the reward of the late Lord JAMES OF HEREFORD, who was its sponsor, is, however, hardly encouraging to reformers. He stopped up many avenues of bribery, to the great displeasure both of those who were accustomed to give and to receive, but he left others open. In the *Lichfield Case* (1893), 5 O'M. and H. 27, BARON POLLOCK said : "I for one have always felt that the modern form—which has in some sense necessarily taken the place of the older form of corruption and bribery—

of coming to reside in a place, taking a course that is altogether abnormal from the usual course of social and citizen life, or 'nursing' a place, as it is called, and from time to time taking every step to shake the minds of the voters, or to make them less firm in their own honest convictions by reason of that course of conduct, is worse, if possible, because it is more insidious and more mischievous in its consequences, than the old simple form of giving a man the known and customary sum for his vote." In other words, he considered that the demoralising effect of mass bribery by multiple subscription is worse than the sale and purchase of individual votes, and there will be many to agree with him. Then, of course, there is the well-known difficulty of ascertaining when a person becomes a "candidate" within s. 63 (1) of the Act of 1883. The importance of the matter arises from the fact that, until a candidate comes as such within the Act, he may spend money freely in "nursing" a constituency, but after he officially becomes a candidate, his expenses are very strictly and narrowly regulated. Sir H. F. DICKENS, the Common Serjeant of London, who was counsel for the petitioners in the *East Dorset Case* (stated by Sir HENRY to be reported 5 O'M. & H., but in fact reported (1910), 6 O'M. & H. 22) discusses the matter in a letter to *The Times* of 17th April last, and the cases will be found fully cited and dealt with in "Rogers on Elections" (19th ed.), vol. II, pp. 200-208. In the *Haggerston Case* (1895), 5 O'M. & H. 68, the candidate admitted that he had held that character for three years. That is an extreme instance, but there are a number of cases of several months, and it may be taken with confidence that all who are now officially before the constituencies are under the strict rules of the Act as to election expenses.

Its provisions in respect of carriages and conveyances may be characterised in twentieth century conditions by the simple word ridiculous. This, of course, was not the fault of Lord JAMES OF HEREFORD; motor cars were not on the roads in 1883, and private carriages drawn by horses could only be used in a limited radius. The law will be found in s. 14, in effect allowing conveyance of voters in private carriages lent to or on behalf of a candidate, but forbidding the hire of carriages by anyone for the purpose. In the *Hartlepools Case* (1910), 6 O'M. & H. 1, the late Lord PHILLIMORE said (p. 3): "Particularly with the development of motor cars, the whole use of carriages and vehicles at elections has become an oppressive use, largely favouring the rich and those who are possessed of vehicles, at the expense of a poorer man; but that is a matter for Parliament and not for us." It may be added that it is a matter Parliament has not rectified, with the result that, while it would be a serious election offence to give an old man or woman a penny to ride in a tram to vote, an able-bodied elector may lawfully be conveyed in a 2,000 guinea privately-owned motor car from Land's End to John o' Groats for the purpose. In the *Maidstone Case* (1906), 5 O'M. & H. 200, a helper gave an old man eighteen pence for a train fare home, for he had in some way missed the private motor car which was to take him back. The act was both natural and kindly, and could not, of course, in any way have affected the result of the election; the donor was nevertheless solemnly told by the judge on petition that he should not have perpetrated such an offence, which counsel for the petitioner had strongly urged was a clear case of bribery.

The risks which a candidate may run at the hands of a too zealous supporter may be seen from the *Yarmouth Case* (1906), 5 O.M. & H. 176. A supporter of the successful candidate had brought up voters to the poll in a cart which was lent to the latter, and had given several of them two or three shillings each. These gifts were admittedly bribes within the statute, and, if the donor could have been established as the candidate's agent in any way, the election would have been avoided. In fact, an accredited election agent of the respondent, being warned of what was going on, exchanged a few words with the offender, who denied the allegation, and thereafter carried on as before. CHANNELL, J., held that agency was established, but GRANTHAM, J., dissented, with the result that the petition was dismissed. The escape of the candidate, however, was an extremely narrow one, although there was no suggestion that he was personally to blame, or had authorised illegal payments. And it may be added that, although possibly judges in hearing a modern petition would be bound by this decision, the judgment of GRANTHAM, J., is likely to be construed very narrowly, and certainly would not be extended. The difference of view on the part of the two judges is further seen on the question of the "At Home" which the candidate gave two or three months before the election, at the Town Hall. The arrangement was for a tea-party, but at the last moment the candidate consented to the supply of spirits, and two dozen bottles were consumed. CHANNELL, J., said (p. 197): "It was a risky thing to do, it was very near the line, but because I hold the main object of the entertainment was a different one, I am able to come to the conclusion that there was no corrupt treating." On the other hand, GRANTHAM, J., found without hesitation that there was no evidence of corrupt treating. The wise candidate, however, will do well to have regard to CHANNELL, J.'s warnings.

The prohibitions against treating and undue influence will be found in the first two sections of the Act of 1883; "Undue influence, is of course the converse of bribery, i.e., the threat to the elector of temporal or spiritual injury if he casts his vote in a way displeasing to the threatener. The words 'or spiritual' were added in view of the evidence in certain Irish petitions, such as the *Longford Case* (1870), 2 O'M. & H. 6, see especially pp. 16-17. Undue influence by a threat of excommunication or the imposing of any religious disability is an extremely unlikely factor in a modern English election. Temporal injury has nearly always taken the form of threat of eviction, or withholding of custom. While the Rents Acts prevail, the threat of eviction may not be so alarming as it was before they were passed, but the withdrawal of custom might still be a serious matter, or, for similar reasons, the dismissal of a servant. It is, of course, a free country, and, as observed by BRAMWELL, B., in the *North Durham Case* (1874), 1 O'M. & H. 152, it is perfectly lawful for anyone to deal with tradesmen, not in accordance with the merits of the commodities sold, but for their political opinions. It would follow that a master might so choose his servants. But the threat of loss of custom or dismissal to a tradesman or servant who changed his politics, would undoubtedly be within the Act.

Bribery is exhaustively defined in s. 2 of the Corrupt Practices Prevention Act of 1854, and, it need hardly be added, includes very much more than the mere passing of money. In the curious case of *Bewdley* (1880), 44 L.T. 283, one voter was bribed by the offer of release from an onerous contract. Since this was a valuable consideration, the head-note as to the "corrupt offer of a valueless thing" is somewhat misleading. Indeed, even a kiss might be regarded as a bribe within the section, since the memorable occasion when the beautiful duchess won her candidate's election by the odd vote of the butcher obtained in this way. In passing, it is recorded that the late Lady RANDOLPH CHURCHILL, when on canvassing for Mr. X, she was impudently reminded of this precedent by a voter, replied "Certainly, I will mention the matter to Mrs. X directly I see her"—Mrs. X being an elderly and unattractive lady, whose favours might be regarded by a judge as coming within the legal maxim of "*de minimus*."

Next week the important matter of the "election lie," the subject of the Act of 1895, will be discussed.

The Hungarian Supreme Court has, says *The Times*, given a judgment, according to which, a theatre having accepted a play shall be held liable to pay the stipulated royalties to an author, even if, contrary to the terms of the contract, the play has not been presented.

The Only Lawyer Canonised!

WHIT SUNDAY—or Whitsun Day (the difference between the two forms being less than that between Tweedledum and ditto-dee)—so rarely falls on 19th May that advantage may be taken of it, this year, to commemorate two distinguished men, one a sinner and the other a saint.

It is now accepted that the name simply stands for White Sunday. (The suggestion that Whit = Wit = Knowledge is very recent and not yet accepted.) It is a feast day, because originally (and often still) it is the Hebrew Pentecost, which Greek word means the fiftieth, viz., fiftieth day after Easter Day. Just as the Early Church, knowing that the populace would not easily give up an annual merry-making, converted the excesses of the Roman *Saturnalia* into the sober amenities of Christmas, at the same date, so it would not fling away power by forbidding Christians the gentle idyllic pleasures of flowers and fields identified with the Hebrew Feast of Weeks (i.e., a week of weeks or forty-nine days), but encouraged them to take advantage of the beautiful weather of May and June, openly, decently and orderly. Hence the "Morris" or "Moorish" dances, once the very badge of "merry" England, with their natural accompaniments of potations (theoretically, at any rate, moderate, of course), of ale (pre-war strength).

Why *White* is not so easy to say. The authorities tell us that probably it refers to the ancient habit of the newly baptized wearing white robes at the Pentecost, and they point very plausibly to the fact that "Low Sunday," the first after Easter, is similarly called in Latin "the Sunday in White(s)."

The double anniversary which to-morrow brings is that of the deaths of two men, so diametrically opposite in character that, by contrast, it is not unfair to call them saint and its opposite respectively. Both were connected with the legal profession and each was famous for a life, the former for his own, the latter for that of another, being in fact, by common consent, the best biography ever written, viz., that of Dr. JOHNSON. "JIMMY" BOSWELL died on 19th May, 1795, in Great Portland-street. If we have been too severe in using him as a counterfoil, we may soften this criticism by adopting the words of a great authority: "The many foibles which ruined his career are conspicuous but never offensive."

On the same date in 1303 died YVES or Ivo (the son of Hélory of Ker-Martin in Brittany), who was born in 1253. Of the three professions which alone existed in his youth he adopted the two allied—Law and the Church. This was just the period when this kind of combination was dying out—soon, both in France and in this country the ecclesiastical and the civil are finally differentiated, even divorced: the tribunals of God and Cæsar are distinct. Now, the long tradition of the Church was to protect the weak and the humble against lay (and occasionally clerical) oppression or exaction, the classical text being taken from Isaiah, "seek judgment, relieve the oppressed, judge the fatherless, plead for the widow." Ivo devoted his life to obeying this exhortation: he "appeared" for the poor suitor before the tribunals, and even when he was a clerical judge, "the official" of a diocese—a post still existing—he would himself plead in such causes at other bars; of course, he never took a fee. Thus he may be called the father of "legal aid" and a forerunner of the Poor Persons' Department of our High Court.

It is in his judicial capacity that a story, smacking of SOLOMON, is told of him. Two rogues trying to outwit each other deposited some money with a lady; one soon returned and demanded the cash; it was refused and he sued the lady. At the hearing before Ivo the claimant produced the receipt for the gold. "It is," said the judge, "in your joint names; produce the other plaintiff and we will see about it."

His cult still survives in his native Brittany, but more conspicuously among British subjects, for he has been adopted as the patron saint of the legal profession by the Malta Chamber of Advocates, who annually celebrate him by a High Mass (though not on this date). They are not alone in this apotheosis, for the lawyers of Ghent and some French provinces did the same, which made a local satirist remark that they had taken Ivo for a patron rather than a model. This almost prehistoric gibe at the profession survives even in the ritual eulogies of Valetta, for they still sing of him there on his fête day (in the decent obscurity of a foreign tongue):

> "Here's a thing beyond belief,
> A common lawyer but not a thief."

In the pictures of him a cat always appears—a suggestion which exercised our hagiologist, BARING GOULD, who supposed that pussy "in some sort symbolised a lawyer who watches for his prey, darts on it at the proper moment with alacrity, and when he has got his victim delights to play with him, but never lets him escape from his clutches." CLEMENT VI did not take this view of the man when he raised him to the dignity of a Saint in 1347. He is the only lawyer who has ever been canonised.

A Conveyancer's Diary.

The Nominal Reversion.

The question of the effect of the transitional provisions of the L.P.A., 1925, with regard to the nominal reversion expectant upon a sub-term created by way of mortgage of leaseholds, especially when there has been a sale by the mortgagee, is one of no little importance.

It is proposed here to consider what the position of a purchaser from a mortgagee, exercising his statutory power of sale, is in such a case.

The provisions of the L.P.A., 1925, which are in point are contained in the 1st Sched., Pt. II, para. 3, para. 6 (*d*) and para. 7, as amended by the L.P. (Am.) A., 1926.

The material portion of para. 3 reads as follows:—

"3. Where immediately after the commencement of this Act any person is entitled, subject or not to the costs of tracing the title and of conveyance, to require any legal estate (not vested in trustees for sale) to be conveyed to or to be otherwise vested in him, such legal estate shall, by virtue of this Part of this Schedule, vest in manner hereinafter provided."

Para. 6 (*d*) reads:—

"(*d*) In any case to which the foregoing sub-paragraphs do not apply the legal estate affected shall vest in the person of full age who, immediately after the commencement of this Act, is entitled (subject or not to the payment of costs and any customary payments) to require the legal estate to be vested in him, but subject to any mortgage term subsisting or created by this Act."

Para. 7 (sub-para. (*m*) having been added by the L.P. (Am.) A., 1926), so far as material, reads:—

"7. Nothing in this part of this Schedule shall operate—

"(*a*) To vest in a mortgagee of a term of years absolute any nominal leasehold reversion which is held in trust for him subject to redemption.

"(*m*) To vest in any person any legal estate affected by any rent, covenants or conditions if, before any proceedings are commenced in respect of the rent, covenants or conditions, and before any conveyance of the legal estate or dealing therewith *inter vivos* is effected, he or his personal representatives disclaim it in writing signed by him or them."

Before 1926 there were three ways in which mortgages by sub-demise were created so far as regards the nominal reversion: (1) Where the mortgagor declared himself to be a trustee of the nominal reversion for the mortgagee. To this was often added a provision that upon any sale by the mortgagee under his power of sale, the mortgagee might either

transfer the nominal reversion or appoint a new trustee thereof in place of the mortgagor. Under such a provision the mortgagee usually appointed a purchaser from him to be a trustee of the nominal reversion in place of the mortgagor and vested the reversionary term by a vesting declaration. (2) Where there was no declaration of trust, but the mortgagor irrevocably appointed the mortgagee his attorney to dispose of the nominal reversion. In such a mortgage there was often a power given to the mortgagee, when entitled to exercise his power of sale, to substitute any other attorney or attorneys in his place. The mortgagee might therefore under such a mortgage either transfer the reversion to a purchaser as attorney for the mortgagor or appoint the purchaser an attorney in his place; and (3) Where there was neither a trust declared of the nominal reversion nor any power of attorney to the mortgagee to assign it.

It will be noticed that I have not referred to the provisions of para. 2 of the 1st Sched. to the Act. My reason for that is that para. 2 only refers to a case where the owner of a legal estate is entitled "to require any other legal estate in the same land to be surrendered, released or conveyed to him so as to merge or be extinguished." The purchaser from a mortgagee by sub-demise, if he be entitled to a conveyance of the term expectant upon the mortgage term, is not so entitled in order that the reversionary term for which he is entitled to call may be merged or extinguished. In fact, if he should take a transfer of the reversionary term, it is the sub-term (i.e., the mortgage term) which will be merged or extinguished, not the reversionary term. It follows that para. 2 does not apply.

Turning now to para. 3 it will be seen that in any case where a mortgagee by sub-demise was entitled at the commencement of the Act to require the term expectant on the mortgage term to be vested in him, that term (which I will call the head term) automatically vested in the mortgagee, whether he liked it or not. The result of that automatic vesting was that the mortgage sub-term became merged in the head term and the mortgagee became liable to the head lessor for the rent and covenants of the head lease.

It remains, therefore, to be considered when the mortgagee by sub-demise became entitled to call for the head-term to be vested in him under one or other of the forms of mortgage by demise in use when the L.P.A., 1925, came into force. I think that it is clear that this only took place under (1) before-mentioned—that is, where there was a trust created of the nominal reversion. Under (2) the mortgagee was not entitled to call for a conveyance of the head-term but was simply in the position of an attorney of the mortgagor, with power to transfer it in his name or on his behalf; and of course under (3) the mortgagee had no right or interest whatever in the head-term.

Consequently, where in a mortgage by sub-demise, dated before 1926, there is a trust of the nominal reversion, whether there is or is not a power in the mortgagee to appoint a new trustee or new trustees in place of the mortgagor (either on the exercise of the statutory power of sale or otherwise) the sub-term automatically merged in the head-term upon the commencement of the L.P.A., 1925, and the mortgagee became and remains liable for the rent and the observance and performance of the conditions and covenants of the head-lease.

That was a position of affairs which had apparently been overlooked in the L.P.A., 1925, and accordingly, an attempt was made to meet it in the L.P. (Am.) Act, which added sub-para. (*m*) to para. 7. The sub-paragraph is set out above, and it will be seen that it throws upon the mortgagee or his personal representatives the obligation of disclaiming in writing the head-lease. But that must be done quickly, *before* the head-lessor commences proceedings "in respect of the rent covenants or conditions." It therefore, seems that, as a matter of practice, in every such case, when the obligations under the head-lease are onerous, the safe advice to be given is (1) to the mortgagee to sign a disclaimer, and (2) to the head-lessor to issue a writ. What exactly is meant by proceedings "in respect of" the rent covenants and conditions?

In a recent case under the L.P.A., 1925, s. 84 (9) it was held, that an action claiming forfeiture for breach of a covenant in a lease (the common method of seeking redress in such cases) was not a proceeding "to enforce a restrictive covenant" (*Iveagh* v. *Harris* [1929] W.N. 98). Presumably therefore, an action for forfeiture based upon non-performance or non-observance of covenants or conditions in the head-lease, will not be a proceeding "in respect of" the covenants or conditions of the head-lease, under para. 7 (*m*). But it is a debatable point.

Of course, in any conveyance on sale by a mortgagee by sub-demise in exercise of his statutory powers, since 1925, the head-term will vest in the purchaser under the L.P.A., 1925, s. 89, "unless expressly excepted with the leave of the court." The transitional provisions discussed above do not apply here, and how a purchaser is to escape liability for the rents and covenants of the head-lease, in such a case, I do not know. Presumably he will have to apply to the court. But on what principle the court will proceed in granting or refusing such an application there is no indication in the Act.

In many cases, no doubt, the question will not be of practical importance, because the mortgagee by sub-demise or a purchaser from him will have to pay the rent and perform the covenants reserved by and contained in the head-lease, in order to preserve his security, but often it will not be worth his while to do so, and in such cases the burden imposed by the Act may be a heavy one.

Landlord and Tenant Notebook.

Small Tenements Recovery Act, 1838: Jurisdiction of Justices.

An important decision was recently given by the Divisional Court on a case stated by justices under the Small Tenements Recovery Act, 1838 (1 and 2 Vict., c. 74), s. 1 of which provides that "When and so soon as the term or interest of the tenant of any house, land, or other corporeal hereditaments held by him at will or for any term not exceeding seven years either with or without being liable to the payment of any rent or at a rent not exceeding the rate of £20 a year, and upon which no fine shall have been reserved or made payable, shall have ended or *shall have been duly determined by a legal notice to quit or otherwise*, and such tenant . . . shall neglect or refuse to quit and deliver up possession of the premises," the landlord may serve notice under the Act, and, if the tenant fails to show cause why he should not give up possession, the justices may issue their warrant directing the constables to give the landlord possession. The appeal in this case (*Dudley and District Benefit Building Society* v. *Gordon*, 45 T.L.R. 424) turned on the meaning of the words "determined by legal notice to quit or otherwise," the main facts being briefly as follows:—

The respondent Gordon, as the owner in fee simple, had executed a mortgage of certain property in favour of the appellants as security for an advance. The mortgage deed contained powers reserved to the mortgagees, on default by the mortgagor of payment of subscriptions in repayment of capital and payment of interest, to enter into possession or the receipt of the rents of the mortgaged property, to let and to sell the property.

By the deed the mortgagor attorned tenant to the mortgagees at a nominal rent and it was also provided that if the mortgagees became entitled to enter into possession they might "at any time thereafter, on giving to the mortgagor *seven days' notice in writing* . . . determine the tenancy."

In the events which happened the mortgagees became entitled to determine the tenancy by giving seven days'

notice, which they did, and on the mortgagor's failure to give up possession commenced proceedings under the Act referred to.

The justices took the view that "the Act did not give courts of summary jurisdiction power to deal with a case where a question of title was involved, but only in clear cases where there was a determination of a tenancy at will or for a term effected in some way known to and provided for by the law and which did not involve the determination of the question whether a contractual obligation of the parties (such as a breach of a covenant to pay subscriptions) had or had not been performed," and they referred to *Friend* v. *Shaw*, 20 Q.B.D. 374, and *Arden* v. *Boyce* [1894] 1 Q.B. 796.

In *Friend* v. *Shaw* proceedings were taken under s. 50 of the County Courts Act, 1856, which gave the county court jurisdiction in ejectment where, *inter alia*, the term "shall have expired, or shall have been determined . . . *by a legal notice to quit*," the landlord alleging that he had a right of re-entry on the ground of breaches of condition for payment of rent. It was held by the Queen's Bench Division, however, that the county court had no jurisdiction. The reasons for their decision will be found clearly stated in the judgment of Mr. Justice Wills. "The words of the section," said the learned judge, "are significant. It is not *any* notice to quit but a 'legal' notice which is requisite and if no such legal notice had been given the tenancy has not been determined by legal notice . . . What then is the meaning of a 'legal notice to quit'? I think it means a notice where certain circumstances having been established the *nature and character of the notice to quit follows as a matter of law from the state of the facts* . . . [The Legislature] did not mean to give the county courts jurisdiction where questions of title were involved but only in clear cases where there was a determination of a term, such determination being effected in some way known to and provided for by the law and not subject to the contractual regulations of the parties."

In *Arden* v. *Boyce* proceedings were taken under Ord. 3, r. 6 (F), which applied to actions "for the recovery of land by a landlord against a tenant whose term has been duly determined *by notice to quit*."

In that case the lease provided that in the event of rent being in arrear for a certain time the landlord might either forthwith determine the term by notice in writing or immediately re-enter. Rent being in arrear, the landlord adopted the former method and served a notice determining the tenancy. It was held, however, that proceedings could not be taken under Ord. 3, r. 6, on the ground that the claim was in substance based on a forfeiture, Lopes, L.J., observing in his judgment (*ib.*, at p. 799) that the rule applied "to practically undefended cases where a tenant holds over after the expiration of his lease or after the expiration of a notice to quit in the case of a tenancy from year to year."

Arden v. *Boyce* was, however, distinguished in the later case of *Kemp* v. *Lister* [1896] 2 Q.B. 162, where a mortgagor had attorned tenant to the mortgagee, the mortgage deed giving the mortgagee power *at any time* to enter and determine the tenancy. Proceedings to recover possession were taken under Ord. 3, r. 6 (F) (*supra*), and it was held that they could be taken under that rule *since the claim was founded on the determination of a tenancy at will and not on forfeiture*, the principle of *Arden* v. *Boyce* therefore having no application.

It appears that in *Dudley and District Benefit Building Society* v. *Gordon* the Divisional Court, in holding that the justices had jurisdiction, proceeded under the authority of *Kemp* v. *Lester*, the facts of which were very similar. The court further pointed out that the language of s. 1 of the Small Tenements Recovery Act, 1838, was wider than that of the enactments under which the previous cases had been decided. Some meaning, in their opinion, had to be given to the words "or otherwise" in s. 1 of the Small Tenements Recovery Act, 1838, and those words being wide enough to bring the facts of the case within the section allowed the appeal.

Our County Court Letter.

LIABILITY FOR DAMAGE BY ANCHORS.

THE differences between the common law and Admiralty rules with regard to damages for negligence were considered in the recent case of *The Vectis*, 45 T.L.R. 384. That vessel was a sailing barge, which had been moored to a pier in the River Swale, and was run into by another sailing barge—"The Hydrogen"—which was proceeding to Sittingbourne. The flood tide was late, having been apparently held up by a north-west wind, and it eventually arrived with a wave which flung "The Hydrogen" athwart the stream and into collision with "The Vectis." No one was on board the latter vessel, and the damage would not have been serious but for the fact that her anchor was set across her stern, with fluke and stock exposed, the stock being thus driven into "The Hydrogen." The owners of "The Hydrogen" claimed damages for negligence—the position of the anchor of "The Vectis" being also a breach of the bye-laws of the Milton Creek Conservators—but the defence was that there was subsequent and severable negligence on board "The Hydrogen," whose skipper (*a*) ought to have had moorings out to prevent her swinging, and (*b*) knew of the dangerous position of the anchor of "The Vectis," but took the risk of fouling it. In the Mayor's and City of London Court it was held by His Honour Judge SHEWELL COOPER that (1) on the principle of *res ipsa loquitur* "The Hydrogen" had been guilty of negligence, and (2) her owners failed entirely, as the case was not one in which the loss ought to be divided. Judgment was therefore given for the defendants, the owners of "The Vectis," but the Divisional Court ordered a new trial. Lord MERRIVALE, P., held that the burden of proof was on the defendants, and Mr. Justice HILL pointed out that it was necessary to go further and inquire whether "the Hydrogen" neglected some precaution which ought to have been taken, in view of the position of "The Vectis."

The above case was distinguished from *The Monte Rosa* [1893] P. 23, in which a tug collided with a steamer, and was damaged by her anchor, which was being carried at the hawse pipe instead of stock awash, in breach of the Thames rules. Mr. Justice GORRELL BARNES (as he then was) nevertheless held that the owners of the steamer were not liable, as those in charge of the tug knew of the position of the anchor, and might have avoided it by the exercise of ordinary care up to the moment of the collision. An apparently conflicting decision had been given in *The Dunstanborough* [1892] P. 363, in which the vessel rose in the water as her cargo was discharged, and the fluke of her anchor fouled and capsized a barge alongside. Mr. Justice JEUNE (as he then was) held that both were to blame—the steamer for not having her anchor stock awash, and the barge for not avoiding an obvious danger—and that the Admiralty rule as to division of damages applied. The distinction between this case and *The Monte Rosa*, *supra*, was that in the latter case there was no time to lower the anchor, and therefore no negligence on board the steamer.

A leading authority is the decision of the House of Lords in *The Margaret* (1884), 9 App. Cas. 873, that vessel having been in collision with the "Clan Sinclair" near Blackwall Point. It was held that even assuming there was a breach of the Thames rules and culpable negligence on the part of the "Clan Sinclair," the consequences could nevertheless have been avoided by ordinary care on the part of "the Margaret," which vessel was therefore alone to blame. Lord BLACKBURN stated that where the cause of the accident is the fault of one party, and one party alone, Admiralty and common law both agree in saying that that one party who is to blame shall bear the whole damage of the other; but where the cause of the accident is the fault of both, the rule at common law is that neither shall recover, whereas the rule in Admiralty is that, if both contributed to the loss, it shall be brought into hotchpot and divided between the two. It was suggested

in *The Volute* [1922] 1 A.C. 129, that the above may now be qualified by the Maritime Conventions Act, 1911, but s. 1 (1) (*b*) provides that no vessel shall be rendered liable for any loss or damage to which her fault has not contributed.

Practice Notes.

BILLS OF EXCHANGE AS COLLATERAL SECURITY.

THE effect of the above on the original contract was recently considered at Shrewsbury County Court, in *Blower* v. *Perry and Co. (Bow) Limited*, which also raised a question as to the concurrent jurisdiction of county courts. The plaintiff had supplied linoleum, in 1927, for buildings in course of erection by the defendants, and his claim for goods sold and delivered was £93 17s. 11d. During 1928 the defendants made a proposal that all their creditors should accept a six months' bill to mature on the 1st October, on the face of it, but that it should really be not a maturing but a renewable bill, and that they would give a new bill to mature on the 1st April, 1929. The plaintiff did not accede to the proposal, but the defendants nevertheless sent him the bill, upon which the plaintiff subsequently brought an action in the Westminster County Court, the defence being that the bill was tendered not for negotiation but as a guarantee that payment would eventually be made. His Honour Judge TOBIN, K.C., had given judgment for the defendants, on the grounds that (*a*) the bill was sent on condition, and (*b*) could not be presented without the defendants' consent, and that (*c*) the plaintiff knew the bill was sent on condition. In the second action the defendants accordingly contended that (1) the plaintiff, having sued on the bill, could not return to the original consideration of goods sold and delivered; (2) the defendants had tendered a bill payable on the 1st April; (3) the plaintiff had no cause of action prior to the latter date, the hearing at Shrewsbury being on the 25th March. It was pointed out for the plaintiff that the judgment against him at Westminster was upon the bill only, and that having supplied the goods, he was entitled to payment. His Honour Judge IVOR BOWEN, K.C., held that the case was not affected by the previous decision, and he gave judgment for the plaintiff with a stay of execution for twenty-one days—reduced to forty-eight hours on the representation that Easter was pending and that the judgment would probably be abortive unless enforced before the 1st April. It is to be observed that the Bills of Exchange Act, 1882, s. 53 (1), provides that a bill, of itself, does not operate as an assignment of funds in the hands of the drawee available for payment thereof. The converse applies in Scotland under sub-s. (2), and it may there be possible for bills of exchange to constitute a collateral security.

COMPANIES ACT.

WE understand there is some doubt as to the heading which should now appear on memorandum and articles and other documents for filing with the Registrar of Joint Stock Companies. As the Companies Act, 1929, although passed, is not yet in force, the citation of this Act is not in order. Certificates of incorporation, up to the time of going to press, are being issued with the wording "Incorporated under the Companies Acts, 1908 to 1917." We understand that memorandum and articles will be accepted if the citation is either "The Companies Acts, 1908 to 1917," or "The Companies Acts, 1908 to 1928."

The President of the Board of Trade has appointed MR. DANIEL WILLIAMS, Official Receiver in the Bankruptcy (High Court) Department, to be Controller of the Clearing Office with Germany, and Administrator of German, Austrian, Bulgarian and Hungarian Property under the Treaty of Peace Orders, and Controller and Custodian of Enemy Property in China. Mr. J. B. Knight, C.B.E., the present Controller, will retire on 31st May.

Legal Parables.

XXXI.

The Solicitor who behaved like a D— Fool.

ONCE upon a time there was a solicitor who was great at motor-car cases. Whenever he came across a client who owned a car he would give him lots of good advice. "Even the most careful driver may be involved in an accident," he would say. "Now, if it happens to you, don't get upset. Just remember a few simple rules. First of all, look round for witnesses. Yes, do that before you worry about anyone being hurt. Next, make a note of the position of the vehicles. Never move your car until a policeman or other witnesses have seen it—that is, of course, if it's all right. If you should happen to be on the wrong side of the road, or anything like that, there's no particular point in staying there to be stared at; now is there? Very well, then! Having got your witnesses and made notes of the positions, and any other necessary details, ascertain what injuries, if any, have been sustained by the other side. (Of course if you or your party are injured you will attend to that first.) Don't be sympathetic. Remember it's the other man's fault, and he brought it all on himself. Offer any necessary assistance, but make it plain that it's an act of grace. Say nothing about insurance. Make light of his injuries, even if he doesn't. Have in mind all the time the possibility of legal proceedings."

Well, one day he was driving his own car, when old Mr. Hootan-Chancit ran slap into the middle of him at the cross-roads. Mr. Hootan-Chancit was thrown into the road and lay there. The solicitor rushed to his side, picked him up, anxiously inquired after his hurts, hoped he was not much damaged, and insisted on taking him home. Arrived there, he left his card, assured Mr. Chancit, who seemed a jolly nice old chap, that he regretted the accident enormously, although (quite as an afterthought) he said, he did not feel to blame for it. They shook hands warmly and agreed that the insurance companies must jolly well pay up.

The solicitor was disturbed in his mind when he came to fill in a form of claim supplied by his insurance company. He was quite unable to say with any precision what was the position of each car; he had moved first his own, and then Mr. Chancit's, so as to be out of the way of other traffic. What witnesses? He had quite forgotten about that. Damage to his own car? That was easy enough. Damage to the other car? Another point he overlooked.

Presently a claim upon him was made through Mr. Chancit's company. The two companies are still engaged on the matter.

The solicitor's friends, who all got to hear about the affair, were quick to ask him all about it. "Well," he said, "the poor chap seemed rather badly hurt at the time. I mean to say, how could I go looking for witnesses and taking road measurements before attending to him? I mean, a man may be a lawyer and still be human!"

To which at least one of his friends retorted that apparently a man might be a lawyer and still behave like a d—— fool.

Moral: All the same it's sometimes better to be a d—— fool than to be beastly clever.

Reviews.

Annual Survey of English Law, 1928, by the London School of Economics and Political Science (University of London), Department of Law. Published by The London School of Economics and Political Science. 1929. 10s. 6d.

This book, though professedly intended in the first instance for the teacher, the student and the foreign jurist, is in some respects well worth careful perusal and study by the practitioner. According to its preface, its aim is to provide the reader with a general view of the growth of the law, so that he may follow the processes of change and development.

The book is divided into sections and sub-sections, under broad titles as mentioned below, each contributed by its appropriate professor or other authority at the school. The first sub-section in each case is a short explanation of the legislation of the year on the subject of the section; the second is an account or selection of the English decisions thereon, often with some valuable comments and references to authoritative criticisms; and the third, a short bibliography of the year, including references to articles of importance contributed to this and other legal periodicals, and some comments thereon.

The largest and (to the practitioner) most important sections are those on "Mercantile and Maritime Law" (pp. 120-195), by Professor Gutteridge, and on "Property and Conveyancing" (pp. 40-101), and "Contract and Agency" (pp. 102-119), by Mr. Hughes Parry. Many of the notes in these sections are models, for both terseness and legal acumen. We may particularly call attention to the epitome of the new Companies Act, the pointed criticism of *Re Ryder and Steadman* and *Re Catchpool*, and the discussion on *Re Leigh*, *Re Parker* and *Re Norton*—(though no solution is offered for the difficulty these cases appear to raise)—and other cases on the recent property legislation.

Professor Jenks contributes the brightly written opening section on Constitutional Law (relating for the most part not to England, but to the Dominions), and that on the "Law of Persons and Family Law." These sections however, are a little disappointing. Reference might well have been made, for example, to the cases relating to the divorce jurisdiction, and to the care and control of children. Some of the statements, both of fact and of law, relating to *Re Schnapper* (which do not appear in the cited reports or in the other available reports of that case) appear to require further elucidation or correction.

Mr. W. A. Robson contributes the sections on "Local Government and Administrative Law," and "Industrial Law." He confines himself, however, to principles, and makes no attempt to catalogue the administrative orders affecting industry, housing, traffic, unemployment insurance, national health insurance, trade boards and the like subjects, so that he fails to show the "growth" and "change" in modern industrial or administrative subordinate legislation. The sections on "Torts," "Criminal Law," "Evidence and Procedure," and "Conflict of Laws," are by Mr. H. J. S. Jenkins. These contributors comment at length on the "stop list" cases. The section on "Public International Law," is by Professor Smith and Dr. Lauterpacht, and Miss Mair adds a compressed section on Acts and Orders, giving effect to international agreements, international conventions, and documents otherwise relating to this subject.

In an Appendix, the Expiring Laws Continuance Act, 1928, is printed in full; but this is not explained.

The Conveyancer's Note-Book. By A. H. Cosway. Third Edition. pp. xii and 292. 1929. London: Effingham Wilson. 7s. 6d. net.

It is a little more than two years since the First Edition of this note-book made its appearance, and the author tells us in the preface to this edition that he has remodelled the book, and has collated and commented upon all the recent decisions which have any important bearing upon conveyancing matters.

It is not easy to estimate the practical value of a book of this nature which, in the course of about 190 not very closely printed pages, endeavours to cover all the more practical questions arising out of the Law of Property legislation so far as dealings with absolute owners, trustees for sale, tenants for life, and personal representatives are concerned. However, within the space at his disposal, the author has succeeded in giving a very fair bird's-eye view of the present state of the law, and has in some cases propounded some interesting views of his own which may not always meet with universal approbation. The remaining 100 pages contain forty-two short precedents and a small, though adequate, index.

To call this book "The Conveyancer's Note-Book" is somewhat of a misnomer; it is rather a text-book dealing principally with the more practical side of conveyancing, and as such it is a little unfortunate that the method of referring to cases adopted therein should differ from that commonly used, and that in many important cases no reference to the official Law Reports is given.

Books Received.

English Poor Law History. Part II. The Last Hundred Years. In two Volumes. By Sidney and Beatrice Webb. Demy 8vo. Vol. I, pp. xxi and 1 to 468. Vol. II, pp. viii and 469 to 1085. London: Longmans, Green & Co. 36s. net (the two vols.).

The Carnegie Foundation for the Advancement of Teaching. Annual Review of Legal Education in the United States and Canada for the year 1928. By Alfred Z. Reed, Staff Member in Charge of the Study of Legal Education. 1929. New York.

The Bloody Assize. By His Honour Sir Edward Parry. Illustrated. pp. 301 (with Index). 1929. London: Ernest Benn, Ltd. 21s. net.

Mew's Digest of English Case Law. Quarterly Issue. April, 1929. Contains Cases reported from 1st January to 1st April, 1929. Aubrey J. Spencer, Barrister-at-Law. London: Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd.

Minnesota Law Review. Vol. 13, No. 5. April, 1929. 60 cents net.

A Digest on the Law of Libel and Slander, and of Actions on the Case for Words causing Damage. With the Evidence, Procedure, Practice and Precedents on Pleadings both in Civil and Criminal Cases. By the late W. Blake Odgers, M.A., LL.D., K.C. 1929. Sixth Edition, by W. Blake Odgers, M.A., of The Middle Temple, and Robert Ritson, of The Inner Temple, Barristers-at-Law. pp. cii and (with Index) 824. London: Stevens & Sons, Limited. 42s. net.

Mines Department. Regulations and Orders Relating to Mines under the Coal Mines Act, 1911. 1928 Edition, including Orders up to 1st January, 1929. pp. vi and (with Index) 184. 1929. H.M. Stationery Office. 1s. net.

The Powers, Duties and Liabilities of an Election Agent and of a Returning Officer at a Parliamentary Election in England and Wales. By the late Frank R. Parker. Fourth Edition (with a Summary of the Duties of a Registration Officer), by Oscar F. Dowson, Barrister-at-Law, assisted by H. W. Wightwick, Barrister-at-Law, and Charles N. T. Jeffreys, M.B.E., Solicitor, (of the firm of Sharpe, Pritchard & Co., Solicitors and Parliamentary Agents). pp. lxx and (with Index) 1014. 1929. London: Charles Knight & Co. Limited.

The Sacco-Vanzetti Case. Transcript of the Record of the Trial of Nicola Sacco and Bartolomeo Vanzetti in the Courts of Massachusetts and subsequent proceedings. 1920-1927. Supplementary Volume, including *Bridgwater Case*, available material. 473 pp. (with Index). 1929. New York: Henry Holt & Co.

Correspondence.

The Metropolis and the Garden of Eden.

Sir,—With reference to your paragraph on p. 292, is it not obvious that EVE didn't trouble ADAM about the beauties of London? X.

14th May.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Executor as Statutory Tenant of Sub-let Premises.

Q. 1632. In 1901, A let a cottage and blacksmith's shop to B on a verbal tenancy at £30 per annum, payable quarterly. About eight years ago the rent was raised to £36. Four years ago B sub-let to D the whole of the cottage (except two rooms for the use of himself and his wife) at 7s. 6d. per week. B has now died and his executor and residuary legatee is his son, C, who intends carrying on his father's business of a blacksmith upon the premises for his own benefit. B's widow still occupies the two rooms in the cottage and the under-tenant D the rest of it. There are of course no stipulations in the verbal tenancy against underletting. What are the rights of the landlord, A, who would like, if possible, to sell with vacant possession. It is presumed that this cannot be obtained without an application to the court, and that he is obliged to recognise C's tenancy of the blacksmith's shop, the occupation of the cottage by B's widow, and his under-tenant D. C is not one to whom A would let the shop. His father had to send him away. No notice to quit was ever served upon B during his lifetime, so that I suppose *Keeves* v. *Dean* [1924] and *Drury* v. *Johnson* [1928] would not apply, and C will have to be recognised even though he will carry on the business for his own benefit. He will also be the tenant of the cottage legally I suppose in the place of B.

A. Keeves v *Dean* and *Drury* v. *Johnson* do not apply, but C is legally the tenant of the cottage in place of B. See *Collis* v. *Flower* [1921] 1 K.B. 409. C is therefore protected by the Rent Acts as tenant of the cottage. A will probably not wish to take the point that C as executor is not entitled to confirm the occupation of B's widow, by recognising her as sub-tenant, the rest of the cottage being already sub-let to D. See *Roe* v. *Russell* [1928] 2 Q.B. 117. Though A need not recognise the occupation by B's widow, he must recognise the under-tenant D. A is entitled to possession of the blacksmith's shop, the occupation of which has been separated from that of the cottage by C's residing elsewhere, and at the time the action is brought the forge will be used solely for business purposes. See *Gidden* v. *Mills* [1925] 2 K.B. 713.

Validity of Notice to Increase Rent.

Q. 1633. The standard rent of "Suberbia," a dwelling-house to which the Rents Acts apply, is £13. Mr. A became tenant of it in August, 1922, under a verbal agreement, and the rent has been paid half-yearly in February and August. In 1926 A died and since then B his widow has continued the tenancy, upon the same terms. The tenant pays all rates and the landlord does all the repairs. In November, 1928, B received a notice to quit of which a copy is annexed. The real purpose of the notice (so B has been verbally informed subsequently) is to secure an increase in the rent of the premises. But it will be observed that no mention of any such intended increase appears in the notice itself, and your opinion is desired as to whether the notice is valid for the purpose of increasing the rent.

Copy of Notice referred to.

From landlord to tenant.

I hereby give you notice to quit and deliver up possession of the dwelling-house, land and premises called "Suberbia," situate in the Parish of M, in the County of S, which you hold under me, as agent for A.B., on the 14th day of May, 1928, if your term of tenancy commenced on that day of the year, and if not then at such date in the year at which your said term or tenancy commenced which shall happen at or next after the end of six months from the date hereof.

Dated this 14th day of November, 1928.

(Signed) R.S.,

Agent for A.B.

A. The notice is invalid for the purpose of increasing the rent, in view of the Rent Act, 1920, s. 3 (2), which requires such a notice to be in the form contained in the First Schedule to the Act, or substantially to the same effect.

Garage Proprietor's Right to Commission on Repudiation.

Q. 1634. A gives an order in writing on the 1st January, 1929, to B, the local Morris motorcar dealer, for a Morris car at the list price, delivery to be made on the 31st January. On the 20th January, A repudiates his contract and notifies B that he will not take delivery. B, being the local Morris agent, always has in a stock of Morris cars and is always effecting sales at the list price. There is no alteration in the list price during January. Can B sue A for the loss of his trade commission or profit, or is he only entitled to nominal damages, there being no difference between the contract price and the market price at the date of breach? Please refer to any authorities.

A. The remedy of the dealer depends on whether the property has passed, as the Sale of Goods Act, 1893, s. 49 (1) provides, that in that event the seller may maintain an action for the price. It is not stated whether the time for payment was fixed, but it may be that under s. 49 (2) the seller may sue for the price although the property has not passed, and the goods have not been appropriated to the contract. It should be ascertained by reference to s. 18, rr. 1 and 5, whether the property has passed, in which case an action may be maintained for the price of the car. If the contrary is the case, the seller can only claim damages for non-acceptance under s. 50, and it was held in *Valpy* v. *Oakley*, 16 Q.B. 941, that when there is no difference between the contract and market prices, only nominal damages can be recovered.

Private Road Flanking Houses—Liability for Potential Road Charges.

Q. 1635. A purchaser signed a contract to purchase a dwelling-house subject to The Law Society's General Conditions of Sale of 1925. In reply to the usual requisitions as to whether the roads adjoining the property had been taken over by the local authority or whether the local authority had acquired any charge by virtue of the Public Health Act, etc., the reply was "not to the vendor's knowledge but the usual search can be made." On inquiry it transpired that a road adjoining the property is at present kept in repair by a private person, and so long as this is done the authorities have no intention of serving notices to make up the road under the Public Health Act, but the local authority claims the right to make up the road, in which case the property abutting on the road would be liable for something between £80 and £100. Under the circumstances, can the purchaser claim compensation in respect of the road-making liability, or is he debarred from so doing by s. 19 of the General Conditions of Sale?

A. If the facts are as stated, the opinion is here expressed that the purchaser is not entitled to any indemnity or compensation in respect of these charges when incurred. The local authority are entitled to make up any "street" within the meaning of s. 150 of the Public Health Act, 1875, until they have formally dedicated it and taken it over.

THE AUCTIONEERS' AND ESTATE AGENTS' INSTITUTE.

ANNUAL DINNER.

THE annual dinner of the Institute was held at the Connaught Rooms on Thursday, the 9th inst., when the President (Mr. Arthur Charles Driver) occupied the chair, supported on either side by The Hon. Mr. Justice Eve, The Hon. Mr. Justice McCardie, The Right Hon. The Earl of Mayo, and The Right Hon. The Earl of Ancaster. The other distinguished guests included Mr. C. Roland Field (Vice-President), Sir Charles Howell Thomas, K.C.B., C.M.G. (Secretary, Ministry of Agriculture), Mr. Arthur W. Brackett, J.P. (Past-President), Mr. C. B. Fisher, C.B.E. (President, Surveyors' Institution), Sir William H. Wells, F.S.A. (Past-President), Mr. Alfred J. Burrows (Past-President), Sir Oswald Simpkin, K.C.B., C.B.E. (Public Trustee), The Right Hon. The Lord O'Hagan (Chairman, Central Chamber of Agriculture), Mr. J. Edward Kitchen (President elect), Mr. John Evens (Chairman, the Farmers' Club), Mr. C. H. Sample, O.B.E. (President, Land Agents' Society), Mr. Chas. Osenton (Past-President), Mr. F. G. Hughes (Secretary, Queen Anne's Bounty), Mr Alfred Mansell, J.P. (Member of Council), Mr. H. C. Webster (Official Arbitrator), Mr. John Garton (President, National Farmers' Union), Mr. Hubert Alexander, J.P. (Vice-President), Councillor A. J. Clark, J.P. (Mayor of Holborn), Mr. C. H. Gott, F.G.S. (Chief Valuer, Inland Revenue), Mr. Walter P. Norton, Mr. Edmund Walton (Member of Council), Mr. Henry F. Lofts (Member of Council), Mr. H. Mordaunt Rogers (Vice-President), Sir Arthur G. Dilley, M.B.E., J.P. (Past-President), Mr. J. Seagram Richardson (Past-President), Mr. J. H. Townsend Green (Past-President), Mr. James S. Motion (Past-President), Mr. George F. Page, J.P. (Vice-President), Mr. Edward W. Eason (Vice-President), Mr. W. J. Sherlock (Member of Council), Mr. M. C. Liell (Member of Council). Mr. E. W. Blake, C.B.E. (the Secretary of the Institute), Mr. F. M. Sydenham (the Assistant Secretary), and Mr. P. W. Ford (the Librarian).

In submitting the toast of The King and that of The Queen, The Prince of Wales and other members of the Royal Family, the President referred to the anxiety which had been so widely felt with regard to the illness of His Majesty, and the universal thankfulness at his recovery.

"THE BENCH AND THE BAR."

Mr. C. ROLAND FIELD (Vice-President), in proposing this toast, said: Had I been consulted as to the title of the toast I should have suggested "The Legal Profession," because we then should have had the opportunity of drinking to the health of our friends the solicitors, with whom we are perhaps brought into closer contact in our ordinary avocations than with members of the Bench and the Bar. Moreover, I should have been able to tell you a story concerning a solicitor which would have been somewhat in these terms: Some two or three years ago a lady client came to my office and told me that she proposed purchasing a property in one of the suburbs of London and desired me to go and look at it. I said I should be very pleased. When she came again I was able to tell her that I had inspected the property, which was quite the worst of its type I had seen for many years. My client seemed somewhat disturbed at this advice, and said she would not have the property. I asked her if she had signed anything. She replied that she had, but that she had not retained a copy of the document she had signed. "But," said I, "your husband is a solicitor. Surely you showed him the document before you signed it." "No," she said, "you see, it is like this, my husband is much older than I am, and he always charges me for the advice he gives me. I am not going to ask him for any more." That seemed to me a rather hard case, and I suggested when I said good-bye to that lady that she might turn it over in her mind whether there were not certain small services, such as darning his socks, for which she could charge her husband. (Laughter.)

I have very little to say about the Bench, only that the Bench in this country is a model to the world. We have the honour of entertaining this evening Mr. Justice Eve and Mr. Justice McCardie. Mr. Justice Eve will presently propose the toast of "The Institute," and I hope—I am sure you share the hope with me—that when he does so he will tell us that although he may not have visited the Tower of London, he has visited our Institute in Lincoln's Inn Fields. Mr. Justice McCardie will respond to this toast. I had a letter from Mr. Blake in which he informed me of that fact and told me several things about Mr. Justice McCardie: his last statement was, "He, as you know, is well known as the bachelor judge." When Mr. Blake says anything like that in a letter it is to be assumed that it is said for a purpose. Therefore, since I received the letter, I have been puzzling my brains as to what I could say about bachelors. The man who owns the lucky number in the Stock Exchange sweep is, of course, a very lucky man, but what can one say about the luck of a bachelor! Mr. Justice McCardie has at least one advantage over me. Whereas I can never again be a bachelor, he can—but perhaps I ought not to put ideas into his head! (Laughter.) Instead, I will tell the ladies in the gallery that they ought to consider themselves particularly fortunate this evening, in that they have not only been the favoured guests of Mr. Driver, but will presently have the opportunity of listening to a speech by Mr. Justice McCardie. When the Americans come over here and are asked who are the persons they would like to meet they mentioned three names only: The Prince of Wales, Sir Gerald du Maurier, and Mr. Justice McCardie.

Now I come to the Bar. I want to pay it a tribute in a short story which is true. Mr. President, it will be within your recollection that over thirty years ago my father occupied the chair which you have filled during the past year with such conspicuous success. My father died in 1902. A few months afterwards I was instructed by the late valuer to the L.C.C. to give evidence in a compensation case in which the council was concerned. I went to the Sheriff's Court in Red Lion-square and took the humblest place in front of my friend the counsel for the L.C.C. Mr. Townsend Green concluded his evidence and the awful moment came. Mr. Edward Boyle said: "I call Mr. Roland Field." I got up into the witness box, and Sir Edward leaned across to Mr. (now Sir) H. F. Dickens, and said: "I am calling Mr. Roland Field, the son of our old friend. I am going to take him very shortly," and Mr. Dickens with a smile said, "That is quite all right." No expert witness has ever had such an easy cross-examination as I had on that occasion.

We have many distinguished representatives of the Bar present this evening, but I regret that Mr. Cecil Whiteley, who was to have responded to this toast, is unable to be here owing to illness. Mr. Konstam, who needs no introduction from me, has stepped into the breach and will reply in his stead. (Applause.)

The Hon. Mr. Justice MCCARDIE, in reply, said: As I listened to the happy and eloquent speech of Mr. Field I was reminded of a story I read from the east coast of Africa, of a young coloured man who applied for a situation as a clerk. He enclosed a very large number of other letters expressing a full appreciation of his abilities and merits, and at the bottom of his letter he wrote: "P.S.—I am even better than my

testimonials." I feel I must say that of all my brother judges, while as for Mr. Justice Eve, he is beyond the reach of any testimonials at all!

When one replies to a toast of this character, one realises that a human heart beats always beneath a judge's robes, and I think there is not a judge upon the Bench who does not appreciate the meaning and significance of hospitality. What is hospitality? Something more than excellent food or sparkling champagne, or the glow of red port. It is that feeling of friendliness and kindliness and goodwill which sets every guest at his ease at once.

I remember reading not long ago a story of Mr. Cecil Rhodes and Queen Victoria in the early nineties. She said to Mr. Rhodes: "What are you engaged upon now?" and he replied: "Madam, I am engaged in enlarging your Majesty's Dominions." And this great gathering is engaged in enlarging the dominions of kindness and goodwill. I rejoice in being here to-night, because I think it is a good thing for a judge to step out of the ordinary groove and the recognised routine that he may meet other men and talk about other aspects of life than law. I feel that you are engaged to-night, as at other times, in building up step by step a great profession. More than that, you are engaged to-night in creating traditions—traditions which are the bulwarks of every great calling.

I reflected when you asked me to reply to this toast that the work of a valuer more particularly is very much like that of a judge. The valuer wants the same outlook and the same insight, and, above all, it is absolutely essential that he should possess the same integrity and the same impartiality. I feel that there is very little difference between the work of a valuer and the work of a High Court judge. There is one thing for which both of them are seeking. What is it? I do not know if you realise what it is. I am not referring to technical points of law. What we have to do is to engage in seeking after truth, and truth, my Lords and gentlemen, truth is a thing more difficult to find than the nuggets of gold that lie hidden in the distant earth. The man who can find truth is the man who can find everything. We do not, I suppose, always succeed in our quest. I have been talking to the Earl of Ancaster about judicial duties. I do not know whether he remembers the story of the old lady, nearing the end of life, who was brought up at quarter sessions on a charge of theft, and the list of her previous convictions was read out. The chairman then said to her: "Now, Mary Bolton, that is a very bad record. Thirty convictions for felony in the last thirty years. What have you got to say?" And she looked up at him and said: "Well, sir, all I have got to say is this, that none of us is perfect, but we do what we can."

I am told—I have not been there—that if you go to the United States—to Chester County in the State of New York—you will find there a small churchyard, and in it a tombstone on which there is the name of an ordinary man, a name not in the records of history, or in the annals of the United States, but on the stone his name is given, and the date of his birth and death, and underneath are four words: "He did his best." Mr. President, my Lords and gentlemen, those are great words, and I can say for myself and I think I can say for my colleagues that they would desire no better epitaph than that. (Loud applause.)

Mr. E. M. Konstam, C.B.E., K.C., replied to the toast in the name of the Bar, taking the place of Mr. Cecil Whiteley, K.C., who was prevented by illness from attending. He asked for the indulgence of his audience in view of the fact that this duty of responding for the Bar had been put into his hands only at the last moment. He thanked the Institute for the kind hospitality extended. The Bar in this country was very fortunate in enjoying from time to time the hospitality—and continuously, he thought, the confidence and goodwill—of the sister professions, and this incidentally furnished the members of the Bar with the privilege of making still more speeches. A further privilege of the Bar was its virtual immunity from public criticism. The British public evidently believed that the members of the Bar were doing their work reasonably well, and simply left them alone. Altogether, this was a highly privileged profession, and he believed that he could say of it that its sense of responsibility corresponded with its privileges. Its aim was to do its work honestly and thus deserve the confidence of the British public. It was a very old profession, and that evening the hosts were representative of one of the new professions, but it was the aim of both, he thought,

"To set the cause above renown,
To love the game beyond the prize." (Applause.)

"The Auctioneers' and Estate Agents' Institute of the United Kingdom."

The Hon. Mr. Justice Eve: Mr. President, my Lords and gentlemen, it is with genuine satisfaction that I apply myself to the congenial task of proposing the toast of this Institute. Good wine needs no bush, and an Institute with forty odd years' steady progress behind it, which to-day numbers its members by thousands, and stands as the acknowledged representative of a great profession, an Institute which occupies and owns that sumptuous and architecturally beautiful habitation in Lincoln's Inn Fields—of which at present, *pace* Mr. Field, I have only seen the outside—and is controlled by a body of gentlemen eminent in their profession, such an institute needs very few words from me to recommend it to those who already recognise how important and material is the influence of such a body upon our social and national life. Indeed, its existence and its activities afford one more example of the genius of our race for managing and administering our own affairs without the aid of a too paternal government and free from the control of an over-zealous bureaucracy. What the Inn is to the barrister, what the Law Society is to the solicitor, and the Chartered Institute to the accountant, that, to the auctioneer and estate agent, is this Institute, formed and administered with the object of raising the status of the profession, of promoting a keen sense of duty towards the public, and of protecting and forwarding the interests of its members.

The variety of the subject-matters with which you gentlemen have to deal, and with which in the pursuit of its aims and objects the administrative body of this Institute has been brought into contact, has instigated and developed what I venture to call a wise policy of decentralisation, whereby the best use has been made of all available material, and the gratuitous services of the expert have been secured for that particular subject-matter with which he is most intimately and fully acquainted. The appointment of separate standing committees to deal with agricultural matters, to consider proposals for legislation and other Parliamentary work, to control the finances of the Institute, to see after education, and to maintain discipline, and other matters, is all highly indicative of the well-ordered organisation which pursues its main purpose with the collective aid of carefully chosen contributory agencies.

Again, the formation of provincial and local branches is surely calculated to disarm a criticism not infrequently directed against institutions of this nature to the effect that local or semi-local matters are apt to be overlooked or neglected or even misunderstood at headquarters, unless there be, as there is in this Institute, direct representation of those branches upon the Executive Council.

All these things tend to excite our interest in and to stimulate our respect for your body, and I believe I carry with me all here present when I say that we wish you many years of increased usefulness and even greater prosperity. The expression of that sentiment not unnaturally calls, I think, for an observation which I am glad to be able to make, and that is to congratulate you on the liberal response which has been made to your Benevolent Fund.

With this toast, it is my privilege and pleasure to couple the name of your President, my friend, Mr. Arthur Charles Driver. To-night he represents the sixth generation of a firm which has been in existence for more than 200 years past—a proud record which, I venture to think, could not be paralleled in this or any other profession.

THE PRESIDENT (who was received with loud cheers), in responding, said: I must confess immediately that the way in which Mr. Justice Eve has proposed this toast and the way in which you have received it, have touched me very deeply indeed. As you are aware, it is the custom in this Institute that the annual banquet shall be held on the last day of the President's year of office, and so I am in a position to sing my swan song, because to-morrow I hand over my collar and jewel to my successor in office.

Mr. Justice Eve has referred to our beautiful building in Lincoln's Inn Fields which was opened by H.R.H. The Prince of Wales some four or five years ago, and I am glad to say it is freehold and free of debt.

During the past year it has been my privilege to be the first President to wear the new coat of arms—a very beautiful model, which will pass from President to President. It bears two words, "Fidelitas Securitas," which is the motto of our Institute. What does it imply? Just this, that the public may know that when they employ an auctioneer and estate agent who is a member of this institute, they can rely upon his integrity and look for a straight deal. (Applause.)

After reviewing the work of the year, he proceeded:—I ask you to transfer to my immediate successor, Mr. Kitchen, the kindness and goodwill which you have shown to me, and I thank this company from the bottom of my heart for the cordial way in which this toast has been received. (Loud applause.)

"OUR GUESTS."

Mr. J. EDWARD KITCHEN (President-elect) in proposing the toast of "The Guests," said: We are very much indebted to Mr. Justice Eve and Mr. Justice McCardie for their eloquent speeches. I am quite sure that those of us who from time to time come before the Bench, whatever ideas we may have when we enter the court, always come out convinced that we are wrong and that the judges are right. We regret that Mr. Whiteley is unable to be here. Mr. Konstam, who has taken his place, does not confine his activities to London. A few months ago I happened to be in a case up in the north, before a Recorder, in which there were three K.C.'s and two juniors, and they were totally unable to decide what was the meaning of "rateable value" under the new Act. The Recorder turned to Mr. Konstam, and said, "Mr. Konstam, what do you think?"—and it was so!

In conclusion, he coupled with the toast the names of The Earl of Ancaster and Mr. C. B. Fisher, C.B.E. (President Surveyors' Institute), both of whom returned thanks.

During the evening Frederick Arthur's orchestra delighted the company with selections, and Miss Gladys Ripley and Mr. Robert Easton rendered some excellent songs, with Mr. Frederick Arthur at the piano. As on previous occasions, the dinner was very well served and splendidly organised. In an adjoining room Mrs. Driver entertained the wives of the members of the Council to dinner. We should like to congratulate the Secretary (Mr. Blake) and his courteous lieutenant (Mr. Sydenham), on a thoroughly successful and enjoyable evening.

LORD SHAW'S NEW TITLE.

Lord Shaw's style and title as a Baron of the United Kingdom is gazetted as Baron Craigmyle, of Craigmyle, in the County of Aberdeen.

Notes of Cases.

House of Lords.

Hyman *v.* **Hyman.** 30th April.

DIVORCE—SEPARATION DEED—MAINTENANCE—COVENANT BY WIFE NOT TO SUE—DECREE ABSOLUTE—PERMANENT MAINTENANCE—JUDICATURE (CONSOLIDATION) ACT, 1925, s. 190.

The appellant and the respondent were married in 1912, and on 20th September, 1919, they entered into a deed of separation by which the appellant covenanted to pay his wife certain sums, including £20 a week, and the respondent covenanted with the appellant that she would not at any time thereafter by any means either by taking out citation or process, or by instituting any action or in any other manner endeavour to compel the appellant to allow her any alimony further than the aforesaid sums. In January, 1927, the respondent obtained a decree *nisi* for divorce, on the ground of the appellant's adultery, and in February, 1927 she presented a petition for maintenance. The appellant set up the deed of separation as a bar to the claim, and the point was tried as a preliminary point of law after the decree had been made absolute. Hill, J. decided that the respondent was not prevented from prosecuting her petition for maintenance, and the full Court of Appeal (Lawrence and Russell, L.JJ., dissenting) affirmed his decision.

THE LORD CHANCELLOR, after referring to s. 190 of the Judicature (Consolidation) Act, 1925, said he was prepared to hold that the parties could not validly make an agreement not to invoke the jurisdiction of the Court. The only question was whether the wife's covenant precluded her from making any application for maintenance, and for that purpose it could make no difference whether the consideration given by the husband was adequate or not, the question of principle would be the same if there had been no weekly payment at all. Three reported cases required particular attention. The decisions in *Morrall* v. *Morrall*, 6 P.D. 98 and *Bishop* v. *Bishop*, [1897] P 138, tended to support the view that a covenant not to invoke the jurisdiction of the court was not a bar to an application for maintenance, but it was argued that the decision in *Gandy* v. *Gandy*, 7 P.D. 168 was inconsistent with the decision in the present case. But if the two first cases could not be distinguished, then *Gandy* v. *Gandy* must be held to have been wrongly decided. The power of the court to make provision for a wife on the dissolution of her marriage was a necessary incident of the dissolution, and the wife could not preclude herself from invoking the jurisdiction. The appeal failed and should be dismissed with costs.

The other noble and learned lords (Lords Dunedin, Shaw, Buckmaster and Atkin) gave judgment to same effect.

COUNSEL: *Sir Herbert Cunliffe*, K.C., *H. D. Grazebrook* and *Mrs. M. J. Clark*; *Sir Walter Schwabe*, K.C., *Sir James O'Connor*, K.C., and *G. C. Tyndale*.

SOLICITORS: *John B. & F. Purchase & Clark*; *Heywood and Ram*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

G. R. Simpson (H.M. Inspector of Taxes) and the Executors of E. A. Bonner Maurice (deceased), as Executor of Edward Kay (deceased). Rowlatt, J. 25th March.

REVENUE—INCOME TAX—INCOME FROM SECURITIES ABROAD IN ENEMY COUNTRY—ACCUMULATED DIVIDENDS RECOVERED UNDER PEACE TREATY—DATE AT WHICH INCOME AROSE—OUT OF TIME.

Case stated by the Commissioners for the Special Purposes of the Income Tax Acts.

At meetings of the Commissioners held on the 1st June, 1927, and the 1st February, 1928, the executors of E. A.

Bonner Maurice (deceased) as executor of Edward Kay (deceased), appealed against assessments to income tax in various sums for the years 1923 to 1927 inclusive, made on them under the provisions of Case IV, Sched. D, of the Income Tax Act, 1918, in respect of income arising from securities in a place out of the United Kingdom. Edward Kay, who died in 1916, had during his life deposited certain securities, stocks and shares, in four banks in Germany. When Kay ceased to operate the account in 1914, the year of the war, there were in the banks an accumulation of interest and dividends, and balances standing to his credit. As a result of the Peace Treaty, and through the medium of the Anglo-German Mixed Arbitral Tribunal and the Clearing Office (Enemy Debts), the present respondents, who were the executors of the executor of E. Kay, recovered sums which comprised :—(1) interest and dividends accrued up to the date of E. Kay's death in 1916 ; (2) interest and dividends paid after his death ; and (3) interest and dividends paid by the banks to the Treuhander, or custodian of enemy property in Germany, together with compensation on the basis of interest at 5 per cent. The returns for income tax purposes made by E. Kay and his executors during the years of the war included no income arising to him or them from foreign securities. The Crown contended that the income in question arose to the respondents within the meaning of the Income Tax Acts when it was received by them as a result of the claims made under the provisions of the Peace Treaty, and was accordingly assessable to income tax. The respondents contended that the income arose to the parties interested when it was paid to the banks on various dates from the 4th August, 1914, to the date of the Peace Treaty. The Commissioners were of opinion that the respondents' contention was correct, and that assessments could only be made in respect of such years as were in time within the meaning of the Act of 1923. The Crown appealed.

Rowlatt, J., said that the respondents resisted the assessments in question on the ground that the income arose in the years when it was received by the German banks, and that it was now too late to make the assessments for those years. The question was : What was the date of the arising or accruing of this income ? He was of opinion that the respondents' contention was right and that the Crown failed.

Counsel : *The Solicitor-General* (Sir Boyd Merriman, K.C.), and *R. P. Hills*, for the Crown ; *Latter*, K.C., *Scobell Armstrong*, and *J. H. Bowe*, for the respondents.

Solicitors : *Solicitor of Inland Revenue ; Bircham & Co.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Rex *v.* **Lewisham Corporation ; ex parte Jackson.**

Lord Hewart, C.J., Avory and Swift, JJ. 10th April.

Local Government — Street Traders' Licences — Council's Right to refuse Renewal—Appeal to Petty Sessions—London County Council (General Powers) Act, 1927, ss. 31, 35.

In this case one, Jackson, on behalf of himself and fifty-two other holders of street traders' licences, applied for a rule *nisi* calling on the Corporation of the Metropolitan Borough of Lewisham to show cause why a writ of *mandamus* should not issue commanding them to hold a meeting to hear and determine an application for the renewal to him of a trader's licence for certain streets within the Borough of Lewisham. After the expiry of the licences on the 31st December, 1928, and upon an application for renewal the applicants were informed that the council would object to the renewal on the grounds set out in s. 31 of the London County Council (General Powers) Act, 1927. The present applicant alleged that the council did not intimate what the objections specifically were, and that the licence-holders remained ignorant of them. It was also alleged that the council, in the absence of the licence-holders, considered new matter in the form of a report from the General Purposes Committee of the council which recommended the refusal of the licences on the ground that the stalls would interfere with the street traffic. It was contended for the council that they had dealt fairly and impartially with the matter, and in accordance with the statute, and that the appeals of the licence-holders to petty sessions were pending.

Lord Hewart, C.J., said that what had to be considered was whether the council had observed the provisions of the statute ; but even if they had not, the question still remained whether the prerogative writ of *mandamus* was a proper remedy. He was of opinion that the remedy for refusal to renew a licence by appeal to petty sessions, given by s. 35 of the London County Council (General Powers) Act, 1927, was more convenient and more effective than the granting of a *mandamus*. With regard to the complaint that the licence-holders had had no real opportunity of being heard because they were not told with sufficient particularity what the objection to renewal was, his lordship held that they were not seriously embarrassed by the course adopted by the council. As regarded the report of the General Purposes Committee, that meant no more than that some members of the council had consulted with each other ; the council was an administrative and not a judicial body. The rule was discharged.

Avory, J., and Swift, J., concurred.

Counsel : *Montgomery*, K.C., and *S. G. Turner*, showed cause against the rule ; *Sir Henry Slesser*, K.C., and *Arthur Henderson*, supported the rule.

Solicitors : *Levett & Son ; Kenneth Brown, Baker, Baker.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Domendietti *v.* **Ryan.** Talbot and Wright, JJ. 22nd April.

Landlord and Tenant—Sub-tenancy—Notice to Quit—Decontrol—Rent and Mortgage Interest Restrictions Act, 1923 (13 & 14 Geo. 5, c. 32), s. 2 (1).

Appeal from a decision of Judge Rowlands, Clerkenwell County Court.

On the 19th July, 1923, Mrs. Fels took on a seven years' lease the entire house at 71, Barnsbury-road, Islington, from the freeholder. She sub-let three rooms as a dwelling-house to the defendant, Michael Ryan, on a weekly tenancy at 12s. a week, in September, 1923. In March, 1927, Mrs. Fels assigned her tenancy to the plaintiff, Giosue Domendietti, who gave the defendant Ryan notice to quit the three rooms expiring on the 1st October. In the subsequent county court action claiming possession of the three rooms and some arrears of rent the defendant contended that the rooms were protected by the Rent Acts. It was held that the rooms were decontrolled by reason of Mrs. Fels having been in possession of them at the passing of the Act of 1923 (31st July, 1923), and judgment was given for the plaintiff for possession. The defendant now appealed.

Talbot, J., said that the case depended upon the construction of s. 2 (1) of the Rent and Mortgage Interest Restrictions Act, 1923. The question in the present case was whether at the date when the sub-tenancy began (September, 1923), the dwelling-house created by that sub-letting was, or was not, entitled to the protection of the Acts. In his opinion, apart from other considerations based on the authorities, the construction to be placed upon the actual terms of the proviso to s. 2 (1) of the Act of 1923 prevented the decontrol which would otherwise have taken place in the present case. The appeal was allowed.

Wright, J., concurred. Leave to appeal was granted.

Counsel : *J. Single*, for the appellant ; *G. Granville Sharp*, for the respondent.

Solicitors : *Schultess-Young, Warren & Bird ; Clarke, Lewthwaite & Co.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

In Parliament.

House of Lords.

A commission under the Great Seal was read authorising the Royal Assent to—

1. Finance Act, 1929.
2. Appropriation Act, 1929.
3. Companies Act, 1929.
4. Gas Undertakings Act, 1929.
5. Local Government (Scotland) Act, 1929.
6. Agricultural Rates Act, 1929.
7. Savings Banks Act, 1929.
8. Industrial Assurance and Friendly Societies Act, 1929.
9. Government Annuities Act, 1929.
10. Chatham and Sheerness Stipendiary Magistrate Act, 1929.
11. Pharmacy Act, 1929.
12. Artificial Cream Act, 1929.
13. Bridges Act, 1929.
14. Infant Life (Preservation) Act, 1929.
15. Fire Brigade Pensions Act, 1929.
16. Age of Marriage Act, 1929.
17. Police Magistrates Superannuation (Amendment) Act, 1929.
18. Bastardy (Witness Process) Act, 1929.
19. Salmon and Freshwater Fisheries (Amendment) Act, 1929.

and to the following measures passed under the provisions of the Church of England Assembly (Powers) Act, 1919 :—

20. Parochial Registers and Records Measure, 1929.
21. Ecclesiastical Dilapidations (Amendment) Measure, 1929.
22. Westminster Abbey Measure, 1929.
23. Representation of The Laity Measure, 1929.

10th May.

House of Commons.

Questions to Ministers.

COMPANIES ACT, 1929.

In reply to a question by Mr. A. V. ALEXANDER on the third reading the Secretary of the Board of Trade stated that it was difficult to state definitely when the Order in Council would be made bringing this Act into operation, but without in any way committing the Department he would suggest that possibly the 1st November might be an appropriate date.

29th April.

ENTERTAINMENTS DUTY.

Sir W. DE FRECE asked the Financial Secretary to the Treasury what was the amount of revenue derived from the Entertainments Duty for the months of April, 1929, and April, 1928, respectively ?

Mr. SAMUEL : The approximate amounts of Entertainments Duty received in April, 1928, and April, 1929, were £523,800 and £557,100 respectively.

9th May.

GLASGOW STOCK EXCHANGE SWEEPSTAKE.

Mr. DAY asked the Secretary of State for Scotland whether he was consulted before notice was served on the promoters of the Glasgow Stock Exchange Derby sweepstake that it was illegal ; and what instructions he issued ?

Sir J. GILMOUR : The answer to the first part of the question is in the negative. I have issued no instructions on the matter, as it does not fall within my jurisdiction. The action taken by the responsible authority is, I understand, in accordance with the ordinary law and practice in Scotland.

9th May.

HOUSING (PUBLIC INQUIRIES).

Mr. W. BENNETT asked the Minister of Health how many public inquiries concerning housing have been asked for, and how many have been refused, since 1924 ; and why private instead of public inquiries have been held in some cases ?

Mr. CHAMBERLAIN : As I informed the hon. Member in reply to his previous question on the 25th ultimo, I have no record of the number of requests made for public local inquiries ; nor have I a record of the number of requests refused. With regard to the last part of the question, I am not sure what the hon. Member has in mind. The administration of the Housing Acts is carried on principally by means of correspondence, interviews, and, where necessary, informal inspections. A formal local inquiry is held only when such a course appears to be necessary or desirable, having regard to all the circumstances. Such inquiries are open to the public.

9th May.

Societies.

City of London Solicitors Company.

ANNUAL MEETING.

The twentieth annual general meeting of the City of London Solicitors' Company was held at the Guildhall, on Monday last, the Master, Mr. Harry Knox, taking the chair. Those present included : Mr. E. J. Stannard (senior warden), Mr. F. M. Guedalla (junior warden), Mr. G. L. F. McNair (past-master and hon. treasurer), Mr. Sydney C. Scott, Mr. T. H. Wrensted, Mr. E. Burrell Baggallay, Mr. J. Montague Haslip, Mr. G. Stanley Pott, Mr. P. D. Botterell, C.B.E., Mr. Hugh D. P. Francis, M.C. (immediate past-master), Mr. J. H. N. Armstrong (senior steward), Mr. R. S. Fraser (junior steward), Mr. Anthony Pickford, Mr. H. S. Syrett, C.B.E., Mr. E. G. Roscoe, Mr. A. S. Hicks (hon. auditor), Mr. F. W. Simmonds, Mr. F. R. Nott, Mr. Graham Blunt and Mr. A. T. Cummings (clerk).

The report stated that although during the past year there had been no outstanding questions of sufficient importance to warrant a special report to the members, a considerable number of matters affecting the profession were considered ; these included : (1) Consolidating Bill and the Companies Acts ; (2) The Law of Arbitration ; (3) Costs of High Court Litigation ; (4) Procedure with regard to Admiralty Court in Taxation ; (5) Loose-leaf Share Register Ledgers as proofs in Evidence ; (6) A wider adoption of the Judicial Trustees Act, 1896, which the court of the company suggested deserved a greater consideration and use by the profession than is at present accorded to it. The court made an arrangement with the Law Society that for three years a prize of twenty-five guineas should be offered by the company to articled clerks sitting for the final law examination, during the year, who were articled to any solicitor practising within the city boundary, whether a member of the company or not. The subjects for competition were Equity, Common Law, and Bankruptcy papers (which include questions on Company and Commercial Law), and the court had to announce that the examiners at the Law Society reported that Mr. Norman Henry Wight (who served his articles of clerkship with Mr. Henry North Lewis, of the firm of Messrs. Middleton, Lewis & Clarke, of 22 Great St. Helens, E.C.), was certified as having passed highest in merit in these subjects. Mr. Wight was placed in the first-class in the honours examination and was awarded the Cliffords' Inn Prize. The total membership of the company was now 250. The court had to report with very great regret, the death on the 12th January last, of Mr. A. W. Hastings Dauney, of the firm of Messrs. Worthington Evans, Dauney & Co., who had acted as hon. solicitors to the company from the date of its incorporation. Sir William Hargreaves, Bart., of the firm of Messrs. Freshfields, Leese and Munns, had accepted the appointment in the place of the late Mr. Dauney. The Golf Challenge Cup was competed for on 5th June, 1928, on the course of the Sunningdale Golf Club and was won by Mr. William Ward-Higgs.

The MASTER, in moving the adoption of the report, said that on the whole, the year had been a fairly successful one, even if it had been somewhat uneventful.

The report was adopted : Mr. A. S. Hicks, F.C.A., was re-elected hon. auditor, Mr. H. S. Syrett, C.B.E., was elected a member of the court of assistants, and Mr. G. L. F. McNair, past-master, who retired from the court of assistants under the rules, was re-elected.

At the court held at the conclusion of the meeting the following elections were made : Mr. E. J. Stannard, master ; Mr. F. M. Guedalla, senior warden ; Mr. J. H. N. Armstrong, junior warden ; Mr. G. L. F. McNair, hon. treasurer ; Mr. R. S. Fraser, senior steward ; and Mr. M. C. Matthews, junior steward. Mr. A. T. Cummings was re-elected clerk.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 7th inst. (Chairman, Mr. G. Thesiger), the subject for debate was a Moot : "The plaintiff hired a motor-cycle value £25 to J.D., who disappeared after damaging it. Defendant bought it from J.D. for its then value, £8, making no enquiries of the vendor and not noticing that the registration book was in the name of the plaintiff. Defendant repaired and sold the motor-cycle for £25 to J.S. Plaintiff claims £25 damages."

Motion : That, in the opinion of this house, the foregoing circumstances entitle the plaintiff to judgment for £25.

Mr. M. C. Batten opened in the affirmative, seconded by Mr. A. L. Philips, whilst Mr. J. C. Christian-Edwards opened in the negative, followed by Mr. P. E. Roberton. The following members also spoke : Messrs. R. D. C. Graham, E. F. Iwi, F. K. Glazebrook, C. N. Bushell, E. E. Pugh, G. R. Hardy, Miss C. M. Young and Messrs. E. J. C. Brown and J. Lyons.

The opener having replied, and the Chairman having summed up, the motion was lost by one vote. There were twenty-three members and two visitors present.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at The Law Society's Hall, Chancery-lane, on the 8th inst., Mr. W. F. Cunliffe in the chair, the other directors present being Messrs. A. C. Borlase (Brighton), E. R. Cook, T. S. Curtis, E. F. Dent, R. Epton (Lincoln), A. G. Gibson, C. J. Humbert, C. G. May, H. W. Michelmore (Exeter), H. A. H. Newington, Sir A. C. Peake (Leeds), Sir R. W. Poole and A. B. Urmston (Maidstone.) £865 was distributed in grants of relief, eight new members were elected, and other general business transacted.

The Auctioneers' and Estate Agents' Institute.

ELECTION OF PRESIDENT AND VICE-PRESIDENTS.

At the council meeting of the Auctioneers' and Estate Agents' Institute held at the Institute, 29, Lincoln's Inn-fields, on Friday last, Mr. John Edward Kitchen (Messrs. Oliver, Appleton & Kitchen), of Leeds, was unanimously elected President for the ensuing year.

The following Vice-Presidents were also elected: Messrs. Hubert Alexander, J.P. (Stephenson & Alexander), Cardiff; Edward W. Eason (Reynolds & Eason), London; C. Roland Field (Field & Sons), London; J. Walton Hussey, O.B.E. (Hussey & Son), Exeter; Geo. F. Page, J.P. (Nightingale, Page & Bennett), Kingston-on-Thames; and H. Mordaunt Rogers (Rogers, Chapman & Thomas), London.

Capt. Edward Brougham Glasier, T.D., of the firm of Messrs. Glasier & Sons, Piccadilly, W.1, was also elected a member of the council.

The results of the Professional Examinations held in March last have now been published, and of the 682 candidates who presented themselves 428 passed. The following is a list of prizemen in order of merit:—

THE FINAL.

Oswald Harry Smith, 2, Cooper-street, Manchester. (1st in order of merit. The Institute Gold Medal, and Prize of Seven Guineas; Manchester and District Branch Prize; also the Daniel Watney Gold Medal for the highest aggregate of marks in the Intermediate and Final Examinations.)

Ronald Meager Barraball, 50, St. Paul's-road, Clifton, Bristol. (2nd in order of merit. The Institute Prize of Five Guineas; also the Western Counties Branch Prize.)

Norman James Reynolds Martin, 69B, London-road, Southborough, Tunbridge Wells. (The Institute Prize of Five Guineas for being 1st in order of merit in the subject of Valuations.)

THE INTERMEDIATE.

Henry Arthur Reading, "Newlands," Peppard-road, Caversham, Oxon. (1st in order of merit. The Institute Silver Medal, and Prize of Five Guineas, and West London Branch Prize.)

Wilfred James Barker Cawthron, 296, Walpole-street, Peterborough. (2nd in order of merit. Institute Prize of Three Guineas; also Midland Counties Branch Prize.)

Geoffrey Mahon Collyer, "Courtfield," Culloden-road, Enfield, Middlesex. (South-East London Branch Prize.)

Stanley Owen Cope, 40, Rockingham-road, Wheatley, Doncaster. (Yorkshire Branch Prize.)

Ewart Beaconsfield Davey, 61, Victoria-avenue, Southend-on-Sea. (East Anglian Branch Prize.)

Horace Donald Dixon, 33, Silverbirch-road, Erdington, Birmingham. (Birmingham and District Branch Prize.)

Leslie Osborne Hart, 8, Preshaw Crescent, Mitcham, Surrey. (Kent, Surrey and Sussex Branch Prize.)

Percival Donald Lock, Queen's Walk, Cassiobury, Watford. (Beds., Herts. and Hunts. Branch Prize.)

Fergus McCombe, "The Bungalow," Greenisland, Belfast. (Belfast Branch Prize.)

Cuthbert John Pither, "Fairholt," Hatch End, Middlesex. (Berks, Bucks and Oxon. Branch Prize.)

Charles Purton, Highcliffe, Christchurch, Hants. (Hants, Wilts and Dorset Branch Prize.)

Humphrey Joseph Tuttle, 16, Woolden-street, Newtown, Wigan. (Manchester and District Branch Prize.)

Legal Notes and News.

Honours and Appointments.

The Board of Trade have appointed Mr. THOMAS BENGOUGH to be an Assistant Official Receiver in the London (Suburbs) and Northern Bankruptcy District in succession to Mr. A. L. Holmes; and Mr. TUDOR CALEDFRYN CADWGAN to succeed Mr. Bengough as Assistant Official Receiver in the Birmingham Bankruptcy District.

Mr. A. H. HOLMES has been appointed Joint Assistant Actuary of the Phœnix Assurance Company, Ltd.

Mr. ERNEST BARLOW, solicitor, Town Clerk of Dukinfield, has been adopted as the Conservative Candidate for Wigan at the General Election. Mr. Barlow, who is a member of the firm of Barlow & Co., solicitors, was admitted in 1912.

Mr. F. EGGLESDEN has been appointed Assistant Town Clerk to the Paddington Borough Council, and Mr. LEO JOHNSON promoted to the position of Chief Clerk in the Town Clerk's Department.

Mr. D. D. SANDEMAN, solicitor, Bathgate, has been appointed Town Clerk and Chamberlain of the Burgh of Whitburn, in succession to Mr. A. Henderson, resigned.

Lord SUMNER has been elected Reader of the Inner Temple for the Summer Vacation. Mr. J. E. SINGLETON, K.C., Mr. REYNER GODDARD, K.C., and Mr. WILFRID H. POYER LEWIS have been elected Masters of the Bench of the Inner Temple.

Mr. Singleton was called in 1906 and took silk in 1922. Mr. Reyner Goddard was called in 1899 and took silk in 1923, and Mr. Wilfrid H. P. Lewis was called in 1908.

Mr. RICHARD EDWARD BRUCE BEAL, solicitor, has been appointed Clerk to the Justices of the Tower Division. Mr. Beal was admitted in 1901.

Mr. GILBERT SAMUEL MACQUOID, of 5, New Court, Carey Street, W.C.2, has been appointed a Commissioner for Oaths. Mr. Macquoid was admitted in 1880.

A CORRECTION.

In our issue of the 4th inst., we regret that a note appeared to the effect that Mr. P. William Mercer, solicitor, Sheffield, had been appointed Deputy Town Clerk of that city, and although this was obtained from a source which can usually be relied upon, we now learn that no such appointment has been made.

Resignations.

Mr. F. H. BRIGHT, solicitor, Maldon (a member of the firm of Messrs. F. H. Bright & Sons), has tendered his resignation of the office of Town Clerk of that borough, after thirty years' service, to take effect on 30th June next. Mr. Bright was admitted in 1884.

Mr. W. B. PROSSER, O.B.E., who has held the appointment of Clerk to the Kent County Council for nearly forty years, is retiring.

Professional Partnerships Dissolved.

ARTHUR EDWARD EVES and HUGH MYDDELTON JONES, solicitors, 7, Mark-lane, E.C.3, and 145, Anerley-road, S.E.20 (Arthur E. Eves and Jones), by mutual consent, as from 31st March.

ALFRED EDWARD HINGLEY and HUGH WINFIELD ROLL, solicitors, Eastbourne (Hingley and Roll), by notice as from 30th March. The business will be carried on in future by A. E. Hingley, in partnership with CECIL GEORGE WILLOUGHBY, under the style of Hingley, Roll and Willoughby.

WILLIAM STANLEY RICHARDS and GEORGE NORRINGTON, solicitors, Paignton and Dartmouth, Devon (Stanley Richards and Norrington), by mutual consent as from 31st March. W. S. Richards will continue to carry on business on his own behalf at Paignton under the style of Stanley Richards & Co.

Wills and Bequests.

Mr. Thomas Hugh Armstrong, solicitor, of Leigh House, East Grinstead, left estate of the gross value of £8,761.

Mr. Alfred Tresawna Trethewy, solicitor, of Bromham-road, Bedford, left estate of the gross value of £38,389.

Mr. John Stewart, LL.B., solicitor, of Albert-terrace, Dundoon, of the firm of Messrs. Stewart & Bennett, left personal estate in Great Britain of the gross value of £3,438.

RADIUM AND CANCER.

The Minister of Health, speaking in the House of Commons on the 1st inst., said :—

"For who knows which of us will not presently require the treatment which is going to be made available by this substance (Radium). Who of us would not, in that case, be prepared to find any sum within his means to escape the anguish, the torture, and the possible death which might thereafter follow ? "

The Cancer Hospital (Free), Fulham-road, has the necessary facilities and expert staff to employ a much increased supply of Radium to good advantage.

The Committee are making an urgent appeal for help to enlarge and improve the accommodation for treatment of cases with Radium and X-rays, and for the provision of private wards where skilled medical and nursing services can be obtained by patients who can contribute towards their cost.

Poor patients will still be admitted to the Cancer Hospital (Free) without letters or payment, and a number of beds are provided for inoperable patients, who are kept comfortable and free from pain.

The official view of the importance of the work may be gauged from the fact that the Cancer Hospital was one of the two hospitals selected to participate in the gift of £20,000 placed at the disposal of the Prime Minister by Lord Beaverbrook.

Donations and subscriptions, large or small, will all be gratefully acknowledged by the Secretary, The Cancer Hospital (Free), Fulham-road, London, S.W.3.

THE IRISH FREE STATE NOTE ISSUE.

Regulations in Northern Ireland.

Under the Banks (Northern Ireland) Act and the Currency and Bank Note Act, both of which came into operation on Monday, the 6th inst., restrictions are put upon the circulation of notes issued out of the United Kingdom. This applies to notes issued in the Irish Free State, and Northern Ireland banks would place themselves under a liability to heavy penalties if they issued Free State notes except under special circumstances approved by the Treasury. A general licence has been granted to banks in Northern Ireland by which they may pay out bank or other notes forming part of the currency of any country outside the United Kingdom, including the Free State, to persons about to travel out of Northern Ireland or to persons requiring notes for the purpose of remitting money to other countries, including the Free State. As the Free State consolidated notes were put in circulation on Monday, an effort will, we understand, be made to withdraw all the old notes of the various banks now circulating in Ireland. No bank in the Free State will issue notes of its own in future, and only the consolidated notes will be circulated. As a result, the note-issuing banks have to make a new issue of bank notes for Northern Ireland.

ABANDONMENT OF ULSTER CANAL.

Settlement of Legal Action.

The Ulster Canal is to be abandoned as the result of a settlement announced in a case heard in the Chancery Division, Belfast, before Mr. Justice Wilson. The action was brought by the Armagh County Council and other plaintiffs, who had sought to restrain the Ministry of Commerce from granting a warrant for the abandonment of that part of the Ulster Canal which is situated in Northern Ireland and compensation from the Lagan Navigation Company as co-defendants should any abandonment take place.

The hearing of the action occupied two days. The terms of agreement announced provide that the Lagan Navigation Company shall immediately prior to the granting of the warrant of abandonment (*a*) pay to the Armagh County Council the sum of £1,000 in full discharge of all claims for compensation by the county council arising out of the abandonment of the canal ; (*b*) de-water such portion of the canal as is situated in the County of Armagh to the satisfaction of the Ministry of Commerce for Northern Ireland ; (*c*) pay to the plaintiffs (other than the county council) such sums as shall be awarded to them respectively by an arbitrator.

ROYAL COMMISSION ON LOCAL GOVERNMENT.

Sir David Brooks, a member of the Birmingham City Council, gave evidence before the Royal Commission on Local Government at the House of Lords on behalf of a special committee appointed by the Council of the Association of Municipal Corporations on the subject of the disqualification of councillors interested in council contracts.

The witness pointed out that every citizen who took a supply of gas or electricity from the council was virtually under contract to the council, also when he travelled in a council tramcar and bought a penny ticket. The law on this matter must, he said, be reasonably interpreted. The report of the committee dealt with the subject of the disqualification of councillors holding shares in companies contracting with the council, and urged that care should be taken to avoid too wide an extension of the present disqualification. In connexion with the disqualification of doctors, the report opposed the placing of obstacles in the way of medical men becoming councillors in view of the growth of the public health service.

Sir Percival Bower, a member of the Birmingham City Council, dealt with the question of local government officers.

Mr. E. P. Everest, clerk to the Atcham Rural District Council (Shropshire) giving evidence for the Rural District Councils Association, said that the association felt that the parish council and parish meeting should still continue as local government authorities, as they were responsible for the performance of necessary parochial duties and should be encouraged in the direction of giving public service.

INSTITUTE OF CHARTERED ACCOUNTANTS.

The forty-eighth annual meeting of the Institute of Chartered Accountants in England and Wales was held at the hall of the institute, Moorgate-place, London, E.C.

Sir Nicholas Edwin Waterhouse, K.B.E. (President), occupied the chair, and in the course of his address said that during the past year there had been an increase of 565 in the number of their members, and if they included the results of the last final examination their present total was more than 8,500. Proceeding, he said that in his address at the autumnal meeting held in Birmingham last October, he alluded to the work of the council in assisting the Government Committee now engaged on the codification and simplification of income tax law and procedure, and also to the work of the council in preparing evidence and recommendations in connexion with the new Companies Act. Another matter with which he dealt was that of private bill legislation and the petition lodged by the London Association of Accountants Limited against the Chester Corporation Bill, in effect praying for inclusion in the audit clause of the Bill, under which power was sought by the Corporation to appoint and pay one or more members of the Institute of Chartered Accountants or of the Society of Incorporated Accountants and Auditors to act as auditors in lieu of auditors appointed under the Municipal Corporation Acts.

Australian accountants were to be congratulated on having obtained their charter.

No fewer than 2,000 accountants were expected to be present at the International Congress to be held in New York during September, and they were fortunate in having Sir William Plender, Sir Woodburn Kirby, Mr. Cash, and Mr. Colville as their own delegates.

Their accumulated funds now stood at £136,202.

PHRASES ABOUT HORSES.

"I suppose I shall be exhibiting ignorance, but I don't know what an upstanding horse means," said Mr. Justice MacKinnon in a King's Bench Divisional Court recently. He added that Mr. Justice Humphreys, who was sitting with him, did not know either.

The judge's remarks followed the reading from an auctioneer's catalogue of a description of horses : "The above horses are upstanding, active, and are quiet and good workers in all gears, and are suitable for town work."

Mr. Holman Gregory, K.C., asked what "a good worker in all gears" meant.

It was explained that "upstanding" was merely a eulogistic term for a big, tall horse, and that "a good worker in all gears" referred to a horse that could be satisfactorily used in harness, shafts or traces.

LEGAL & GENERAL ASSURANCE SOCIETY, LIMITED.

At the annual general meeting of the Legal & General Assurance Society, Ltd., held recently, the report for 1928, being the ninety-second year since the establishment of the Society, was submitted.

It was stated that 13,315 policies for £9,023,972 had been issued in the year, of which £379,450 had been re-assured. The net new sums assured retained by the Society amounted to £8,644,522. The gross new premiums were £582,368, or less re-assurances £573,021 net. The total net premium income (life and sinking fund) amount to £1,902,762. The total net life claims amounted to £1,290,406, including £198,558 as bonus additions, caused by 382 deaths and 1,620 policies

matured. The total net claims by death amounted to £651,100. The total number of life policies in force at the end of the year was 84,223, assuring with bonus additions £59,773,372 and deferred annuities of £380,507 per annum. The total funds, including the investment reserve fund, had increased during the year by the sum of £822,204 19s. 6d., and amounted to £20,546,303 19s. 9d. Omitting the investments in reversions, the funds yielded an average net rate of £4 11s. 6d. per cent. interest. It was stated that the assets included £259,841 invested in, and £9,746,893 lent on mortgage of real and personal property, which had been recently investigated by the directors and the result of such investigation was satisfactory.

The total net premium income in the fire and accident accounts amounted to £274,324, being an increase of £8,254 over that for 1927.

The total assets of the Society amounted to £20,921,111.

A final dividend of 4s. per share, free of income tax, was recommended, making with the interim dividend of 3s. per share paid on 1st January, 1929, a total dividend of 7s. per share, tax free, for the year ended 31st December, 1928.

THE EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY.

The annual report of the above Company shows a distinct improvement in results. It is stated that the gross new life business increased during the year by £308,266, and that as an outcome of a quinquennial valuation of the "Star" fund, £145,393 is carried to profit and loss. The sum of £21,487 is also due to the Company as the result of a similar valuation of the "Sceptre" fund, but, instead of being credited to the present account, it is carried forward to 1929. The fire premium income at £979,883 is less by £18,551, but the surplus is larger at £82,028. The ordinary and special premium incomes in the accident department show an expansion, and the surplus is better by £29,321 at £15,337. Similarly, the general insurance premium income is greater and the surplus, at £16,868, represents an increase of £32,604. The marine premium income was raised by £55,780 to £791,313. Claims amount to £730,600, and after the transfer of £100,000 from profit and loss, as compared with £75,000 a year ago, the fund stands at £627,586, being 79.3 per cent. of the premium income—a rather higher proportion than was shown a year ago. The fact that until recently the marine account was a large contributor to profit and loss indicates the difficult conditions ruling in the marine market.

The sum of £25,000 is transferred from profit and loss to the fire insurance additional reserve account and £50,000 to the general reserve fund. Total interest earnings amounted to £137,069, as compared with a total cost of the dividends for the year of £147,770.

The sum of £120,000 is written off the cost of life businesses acquired, which now stands in the balance sheet at £355,240. These businesses produce considerable revenues for the controlling company, and, presumably, the policy is steadily to write off from the cost amounts representing portions of the actual receipts. The total assets at the end of the year amounted to £21,717,403, as compared with £21,152,221 at the end of 1927.

THE ALLIANCE ASSURANCE COMPANY LIMITED.

The annual report of the directors for the year 1928 was submitted to the shareholders at the annual general court held at the head office of the Company on Wednesday last. In the report it is stated that the new life business completed during the year comprised 4,139 policies, assuring a total amount of £3,455,297, of which £532,619 was re-assured, leaving a net amount at the Company's own risk of £2,922,678. The premiums in respect of this new business were £105,157 16s. which included single premiums of £293,619 12s. 8d. From these figures have to be deducted a sum of £87,285 11s. 4d., paid away in re-assurances, inclusive of single premiums of £73,566 19s. 3d.

Seventy-five annuity bonds were issued in consideration of the payment to the Company of £60,427 15s.

The total premium income of the active Alliance account and the several closed funds, after deduction of re-assurances, was £1,525,412 9s. 5d.

The combined life and annuity funds amounted at the close of the year to £21,569,720 8s., an increase of £461,787 11s. 1d. over the corresponding sum at the end of 1927.

The Directors of the Alliance Assurance Company regret to announce that Mr. T. B. Ponsonby, the General Manager of the Company, died on Monday. Mr. Ponsonby, who was in his sixty-first year, had been in the service of the company since 1886, and General Manager since July 1926.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 30th May, 1929.

	Middle Price 15th May	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86⅜	4 12 6	—
Consols 2½%	54⅞	4 11 0	—
War Loan 5% 1929-47	101xd	4 19 0	—
War Loan 4½% 1925-45	96½xd	4 13 0	4 13 6
War Loan 4% (Tax free) 1929-42	100⅛	4 0 0	4 0 9
Funding 4% Loan 1960-1990	88¼	4 10 6	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92¾	4 7 0	4 7 6
Conversion 4½% Loan 1940-44	98½	4 11 6	4 14 6
Conversion 3½% Loan 1961	77½	4 10 6	—
Local Loans 3% Stock 1921 or after	64	4 13 6	—
Bank Stock	252	4 13 6	—
India 4½% 1950-55	89xd	5 1 0	5 3 0
India 3½%	68	5 3 0	—
India 3%	58	5 3 0	—
Sudan 4½% 1939-73	94	4 15 6	4 16 6
Sudan 4% 1974	85	4 14 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	81	3 14 0	4 12 6
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 17 6
Cape of Good Hope 4% 1916-36	93	4 6 0	5 7 0
Cape of Good Hope 3½% 1929-49	82	4 5 6	5 0 0
Commonwealth of Australia 5% 1945-75	99	5 2 0	5 2 0
Gold Coast 4½% 1956	97	4 12 6	4 16 6
Jamaica 4½% 1941-71	94	4 15 6	4 16 0
Natal 4% 1937	92	4 7 0	5 7 0
New South Wales 4½% 1935-45	91	4 19 0	5 8 0
New South Wales 5% 1945-65	97xd	5 3 0	5 3 0
New Zealand 4½% 1945	95	4 15 0	4 17 6
New Zealand 5% 1946	103	4 17 0	4 16 0
Queensland 5% 1940-60	97	5 3 0	5 5 0
South Africa 5% 1945-75	103	4 17 0	4 16 0
South Australia 5% 1945-75	99	5 1 0	5 2 0
Tasmania 5% 1945-75	99	5 1 0	5 2 0
Victoria 5% 1945-75	99	5 1 0	5 2 0
West Australia 5% 1945-75	99	5 1 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946-56	102	4 18 0	4 17 0
Cardiff 5% 1945-65	101	4 19 0	4 19 0
Croydon 3% 1940-60	70	4 5 6	4 19 0
Hull 3½% 1925-55	78	4 9 9	4 19 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53xd	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63xd	4 15 0	—
Manchester 3% on or after 1941	63	4 15 0	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 0	—
Metropolitan Water Board 3% 'B' 1934-2003	64	4 13 6	—
Middlesex C. C. 3½% 1927-47	83	4 4 6	4 17 0
Newcastle 3½% Irredeemable	74	4 15 0	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	102	4 18 0	4 18 0
Wolverhampton 5% 1945-56	102	4 18 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 18 6	—
Gt. Western Rly. 5% Rent Charge	98	5 1 6	—
Gt. Western Rly. 5% Preference	92	5 9 0	—
L. & N. E. Rly. 4% Debenture	76	5 5 0	—
L. & N. E. Rly. 4% 1st Guaranteed	71½	5 12 0	—
L. & N. E. Rly 4% 1st Preference	66	6 0 0	—
L. Mid. & Scot. Rly. 4% Debenture	79	5 1 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 0	—
L. Mid. & Scot Rly. 4% Preference	68½	5 16 6	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	88	5 13 6	—